

367. Il-Ministru għall-Edukazzjoni, l-Ispport, iż-Żgħażaġh, ir-Riċerka u l-Innovazzjoni, l-Onor. Clifton Grima, jipproponi:

Billi hija l-politika tal-Gvern li jhegġeg l-isport kif ukoll is-sehem fil-qasam soċjali ta' għaqdiet volontarji, il-Gvern tar-Repubblika ta' Malta beħsiebu jagħti proprjeta' lis-Sliema Wanderers Football Club b'titolu ta' enfitewsi temporanju, liema proprjeta' hija deskritta aħjar fl-abbozz tal-ftehim hawn anness ma' din il-Mozzjoni, liema abbozz jekk approvat se jiehu post il-ftehim ġà eżistenti ta' enfitewsi temporanja;

U billi huwa maħsub fil-paragrafu (ċ) tal-artikolu 31 tal-Att dwar Artijiet tal-Gvern (Kapitolu 573), li art li tkun proprjeta' tal-Gvern jew amministrata minnu tista' tiġi trasferita skont riżoluzzjoni speċjali tal-Kamra tad-Deputati li tkun fis-seħh fil-waqt tat-trasferiment;

U billi permezz tal-Avviż Legali 160 tal-2017, kif emendat bl-Avviżi Legali 213 tal-2022 u 61 tal-2023, Sliema Wanderers Football Club jixtiequ li jingħataw l-awtorizzazzjoni u l-permess biex jingħataw id-dritt li jwettqu attività kummerċjali fuq parti mill-art mertu ta' din il-konċessjoni, skont kif jidher fl-abbozz anness.

U billi huwa xieraq li t-trasferiment fuq imsemmi jsir skont riżoluzzjoni speċjali tal-Kamra tad-Deputati għall-għanijiet fuq imsemmija;

Għalhekk huwa b'dan riżolut illi l-proprjeta' fuq imsemmija f'Tas-Sliema, kif deskritta aħjar fl-abbozz tal-ftehim anness bhala DOK SWFC, tiġi mogħtija b'titolu ta' enfitewsi temporanju lis-Sliema Wanderers Football Club għaž-żmien, għall-iskop u skont il-pattijiet u kundizzjonijiet imsemmija fl-istess abbozz, u qed ikun riżolut li fuq parti minn din il-proprjeta' kif deskritta u mmarkata f'DOK SWFC, Sliema Wanderers Football Club jingħata d-dritt li jwettaq attività kummerċjali skont id-dispożizzjonijiet kontenuti fl-abbozz suriferit u fl-Avviż Legali 160 tal-2017, kif emendat bl-Avviżi Legali 213 tal-2022 u 61 tal-2023.

12.05.2025



Lista ta' Dokumenti Annessi mal-Mozzjoni Parlamentari:

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DOK E - Dokumenti Oħra - Konsistenti fid-dokumenti numri tlieta u għoxrin (23) u erbgħa u għoxrin (24)	90 sa 93
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	<p>illum,</p> <p>Quddiemi Nutar Dottor Joe Cilia, Nutar Pubbliku f'Mata, deheru personalment hekk kif ivverifikajt l-identita' taghhom permezz tad-dokumenti infraskritti:</p> <p>Mill-ewwel parti:-</p> <p>Matthew Pisani, mizzeweg lil Alexia Pisani, iben Edwin Pisani u l-mejta Marcelline Pisani nee Scott, imwieled St. Julians fis-07/10/1977 u residenti gewwa Oasis, Triq il-Gizimin, Swieqi, karta tal-identita' numru 487077(M) li qed jidher fuq dan l-Att fil-kwalita' tiegħu ta' Chairperson, għan-nom u in rappreżentanza ta' SportMalta (bħala s-successur fit-titolu tal-Kunsill Malti għall-iSport), ta' Cottonera Sports Complex, Cottonera Avenue, Bormla BML 9020; kif debitament awtorizzat;</p> <p>- aktar 'l isfel imsejjaħ "SportMalta".</p> <p>Mit-tieni parti:-</p> <p>Keith-Mark Perry, ddivorzjat, fil-kummerc, bin Anthony Perry, u Pauline Perry nee Attard, imwieled il-Pieta' fid-9/12/1971 u joqghod f'numru mija u tmienja u erbghin (148), The Perrys, Triq Antonio Schembri, San Gwann (Karta ta' l-identita' numru 12072M), Alexander Muscat, mizzewweg, bin John Muscat u Helen Muscat nee Schembri, imwieled il-Pieta' fl-14/12/1984 u joqghod Flat numru wiehed (1), Blokk ittra H, Triq Jean Houel, San Giljan (Karta ta' l-identita' numru 24385M) u Kristian sive Kris Busietta, mizzewweg, imwieled San Giljan fit-13/10/1977 u joqghod f'numru disgha u tmenin (89), Corner Apartments, Flat numru wiehed (1), Triq is-Siggiewi, Siggiewi (Karta ta' l-identita' numru 538477M), fil-kariga taghhom ta' President, Segretarju u Tezorier rispettivament, li flimkien qed jidhru fuq dana l-att għan-nom u in rappreżentanza ta' Sliema Wanderers Football Club ta' numru wiehed u ghoxrin (21), Sliema Wanderers FC, Triq it-Torri, Sliema SLM 1609 [b'numru tar-registrazzjoni ma' SportMalta ittri SMC sbarra hamsa u erbghin (SMC/45), kif debitament awtorizzati permezz ta' rizzoluzzjoni tal-kumitat li kopja taghha tinasab hawn annessa u mmarkata "Dokument R";</p> <p>- aktar 'l isfel flimkien u solidalment bejniethom imsejhin "il-klabb".</p> <p>Minni Nutar identifikati permezz tad-dokumenti ufficjali fuq indikati.</p> <p>Il-komparenti partijiet jippremettu illi l-imsemmi klabb diga inghata minghand SportMalta koncessjoni enfitewtika temporanja għal perjodu ta' disgha u erbghin (49) sena dekorribbli mid-data tal-kuntratt relattiv tal-facilita' sportiva deskritta aktar l-isfel li tinsab fil-</p>	<p>Att Numru:</p> <p>Enfitewsi Temporanja għall-fini ta' Kummercjalizzazzjoni ta' Facilita' Sportiva</p> <p>Ins:</p> <p>Vol. I :</p>
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Ponta ta' Tigna, gewwa tas-Sliema, u dan in forza ta' kuntratt ippubblikat minn-Nutar Principali tal-Gvern Dottor Keith German, fl-atti tieghu tal-hamsa ta' Mejju, tas-sena elfejn u sbghatax (5/5/2017), u dan taht il-pattijiet u l-kondizzjonijiet hemm indikati ;

Illi sussegwentement, il-klabb applika sabiex din l-istess facilita' sportiva tigi kkummercjalizzata fil-parametri stipulati mill-Att Dwar L-Isport (Kapitolu numru erbgha mija u hamsa u hamsin [Kap 455] tal-Ligijiet ta' Malta) u b'mod partikolari kif applikabbli skond ir-Regolamenti dwar il-Kummercjalizzazzjoni ta' Facilitajiet Sportivi (Legislazzjoni Sussidjarja erbgha mija u hamsa u hamsin punt tnax [L.S. 455.12]) u dan abbazi tar-Regolament numru hamsa (5) tal-istess Regolamenti imsemmijin;

L-istess talba giet approvata mill-Kummissjoni tal-Facilitajiet Sportivi Kummercjali fit-tmienja t'April tas-sena korrenti (8/4/2024) kopja ta' liema approvazzjoni qed tigi hawn annessa u mmarkata Dokument 'A';

Għaldaqstant bis-saħħa ta' dan l-att SportMalta qiegħed jagħti b'titolu t'enfitewsi temporanja għal hamsa u sittin (65) sena b'effett millum, lil fuq imsemmi klabb, li bl-istess titolu qiegħed jaċċetta u jakkwista il-*football pitch* u l-facilitajiet ancillari fil-Ponta ta' Tigne' gewwa tas-Sliema (minn hawn 'l quddiem imsejha 'il-proprjeta'), tal-kejl approssimattiv ta' madwar tmint elef hames mija u tmienja u sebghin metru kwadru (8578mk) fil-livell numru wiehed (1), u tal-kejl ta' madwar elf hames mija u tlieta u ghoxrin metru kwadru (1523mk) fil-livell numru zero (0) u elf hames mija u ghaxar metri kwadri (1510mk) fil-livell sottostanti *minus one* (-1) rispettivament, kollox konfinanti mill-Grigal, mix-Xlokk u mill-Lbic ma' proprjeta' li nghatat mill-Gvern b'titolu t' cens temporanu lil MIDI plc, liema *football pitch* u facilitajiet ancillari huma delineati bl-ahmar fuq il-pjanta ittri P.D. numru elfejn u ghaxra sottosink mitejn u sebgha u erbghin sottosink ittra A sottosink ittra A sottosink numru wiehed (P.D. 2010_247_A_A_1), hawn annessa u mmarkata bhala DOK PD, bid-drittijiet u l-pertinenzi kollha tieghu, inkluz kwalunkwe dritt t'access kif spjegat fid-definizzjoni ta' *Sports Facilities* fil-kuntratt tan-Nutar Dottor Diana Charles tal-ghoxrin (20) t'Awwisu, tas-sena elfejn u ghaxra (2010) u taht kull kundizzjoni ohra in kwantu kompatibbli ma' dana l-att li torigina mill-kuntratt t'enfitewsi bejn il-Gvern ta' Malta u MIDI plc ippubblikat minn-Nutar Vincent Miceli fil-hmistax (15) ta' Gunju, tas-sena elfejn (2000).

Il-proprjeta' fuq deskritta ghandha uzu mhallat sportiv u kummercjali kif indikat fil-pjanti hawn annessi u mmarkati Dokumenti 'SW1', 'SW2' u 'SW3' (formanti parti mid-Dokument komprensiv DOK B b'numru hamsa (5) hawn anness) u cioe' li juru illi mill-kejl totali li qed jigi ttrasferit, il-percentwali ta' tlieta u sebghin punt tmenin (73.80%), indikat bl-isfar fil-pjanta indikata SW1, huwa intiz ghaz-zona sportiva, filwaqt illi ir-rimanenti percentwali ta' sitta u ghoxrin punt ghoxrin (26.20%) indikati bil-kulur blu fil-pjanti SW2 u SW3, u cioe' il-kejl totali tal-facilitajiet sportivi ammontanti għall-kejl ta' tmint elef hames mija u tmienja u sebghin metri kwadri (8578mk), filwaqt illi il-kejl totali kummercjali jammonta għal tlett

elef u tlieta u tletin metri kwadri (3033mk) huma ghaz-zona kummercjali. Dawn il-percentwali jirraprezentaw il-parti taz-zona sportiva minima u taz-zona kummercjali massima.

Il-proprjeta' hija kif spjegata fil-valutazzjoni u l-pjanti formanti parti mill-istess valutazzjoni hawn annessa u mmarkata Dokument 'V1', filwaqt illi d-dokumentazzjoni kollha hawn annessa ma' dana l-att u mmarkati bhala Schedule numru wiehed (1)(formanti parti mid-dokument komprensiv immarkat Dokument B)(konsistenti fid-Dokumenti numri wiehed sa disgha (1-9), Schedule numru tnejn (2)(Dokument komprensiv ittra C)(Dokument numru ghaxra (10)), Schedule numru tlieta (3) (Dokument komprensiv immarkat Dokument D)(konsistenti fid-Dokumenti numru hdax sa tnejn u ghoxrin (11-22)) u Dokumenti ohrajn fid-dokument komprensiv immarkat Dokument 'E' (konsistenti fid-Dokumenti numri tlieta u ghoxrin u erbgħa u ghoxrin (23 u 24)), u liema dokumentazzjoni giet approvata mill-Kummissjoni tal-Facilitajiet Sportivi Kummercjali għandha titqies illi tiffirma parti integrali minn dana l-att odiern.

Din il-koncessjoni enfitewtika qegħda ssir u tigi aċċettata bil-pattijiet u l-kundizzjonijiet li ġejjin, u cioè:-

(1) Versu c-cens annwu u temporanju globali ta' tlett mija u tnejn u tmenin elf hames mija u sebgha u sittin ewro (€382,567) li minnhu l-ammont ta' tlett mija u tletin elf sebgha mija u hamsa u tletin ewro (€330,735) huwa għall-partijiet kummercjali filwaqt illi wiehed u hamsin elf tmin mija u tnejn u tletin ewro (€51,832) huma tal-partijiet sportivi tal-istess proprjeta' immobbli. Dan il-hlas tac-cens annwu u temporanju huwa għall-perjodu ta' hamsa u sittin (65) sena, dekorribbli minn dana l-att. A tenur tal-artiklu 6 subinciz 4 tal-legislazzjoni sussidjarja 455.12 tal-Ligijiet ta' Malta, ic-cens gravanti il-parti kummercjali qed ikun imnaqqas b'percentwal ta' hamsin fil-mija (50%) ekwivalenti għal mija u hamsa u sittin elf tlett mija u sebgha u sittin ewro u hamsin centezmu (€165,367.50) minn SportMalta, b'dana għalhekk li l-ammont ta' cens dovut mill-klabb kull sena u li għandu jithallas kull sena bil-quddiem huwa l-ammont ta' mija u hamsa u sittin elf tlett mija u sebgha u sittin ewro u hamsin centezmu (€165,367.50); in kwantu għall-partijiet sportivi, l-imsemmi ammont ta' cens ta' wiehed u hamsin elf tmin mija u tnejn u tletin ewro (€51,832) qed jigi mnaqqas b'percentwal ta' hamsa u disghin fil-mija (95%) ekwivalenti għal disgha u erbgħin elf mitejn u erbgħin ewro u erbgħin centezmu (€49,240.40) mill-Gvern bhala sussidju mogħti minn SportMalta, b'dana għalhekk li l-ammont ta' cens dovut mill-klabb kull sena għall-partijiet sportivi u li għandu jithallas kull sena bil-quddiem huwa l-ammont t'elfejn hames mija u wiehed u disghin ewro u sittin centezmu (€2,591.60). Għalhekk, huwa pagabbli lil SportMalta mill-imsemmi klabb ic-cens annwu u temporanju globali ta' mija u sebgha u sittin elf disgha mija u disgha u hamsin ewro u ghaxar centezmi (€167,959.10). F'gheluq kull perjodu ta' hames (5) snin, dan l-ammont ta' cens għandu jigi rivedut b'zieda ta' ghaxra fil-mija (10%) tac-cens ezistenti meta ssir ir-revizjoni, biex b'hekk, ic-cens li jithallas għal kull hames (5) snin wara kull revizjoni, ikun ic-cens hekk rivedut. Il-valutazzjoni relattiva saret minn tlett (3) periti tal-Awtorita' tal-Artijiet u cioè' mill-Periti

Edward Micallef, Dennis Camilleri u Stephan Vancell, hekk kif muri fil-Valutazzjoni li qed tigi hawn annessa u mmarkata Dokument 'V1' ;

(2) Iz-żmien tal-koncessjoni enfitewtika jista' jigi mgedded favur il-klabb fl-gheluq tieghu għal żmien ieħor, kemm il-darba t-tigdid ta' żmien jigi approvat permezz ta' risoluzzjoni speċjali tal-Kamra tad-Deputati skont l-Artikolu wiehed u tletin (31) tal-Kapitolu hames mija u tlieta u sebghin (KAP 573) tal-Liġijiet ta' Malta.

(3) Il-ħlas taċ-ċens jithallas lill SportMalta u jitqiegħed f'fond imsejjaħ *Sports Fund* li jkun amministrat minn SportMalta.

(4) Iz-zona sportiva għandha tintuza esklussivament għall-prattika tad-dixxiplina sportiva tal-klabb, filwaqt illi z-zona kummerċjali għandha tintuza esklussivament għall-operat tal-attività kummerċjali fil-facilita' sportiva.

(5) It-terza persuna magħzulha bhala l-operatur u kif gie approvat mill-Kummissjoni tal-Facilitajiet Sportivi Kummerċjali li giet magħzulha sabiex tizviluppa u/jew tmexxi l-attività kummerċjali fil-facilita' sportiva hija D Shopping Malls Limited (Numru ta' registrazzjoni ittra C numru tmienja sebgha erbgħa disgħa disgħa [C-87499]) bl-ufficju rregistrat f'DIZZ Buildings, Triq il-Harruba, Santa Venera SVR 1700.

(6) Il-kondizzjonijiet stipulati fir-Regolamenti Dwar il-Kummerċjalizzazzjoni Tal-Facilitajiet Sportivi (Legislazzjoni Sussidjarja numru erbgħa mija u hamsa u hamsin punt tnax (L.S. 455.12) għandhom jiffurmaw parti integrali ta' u għandhom jorbtu lill-partijiet fuq dana l-att;

(7) Il-manutenzjoni kollha tal-proprjetà ttrasferita tkun fil-karigu tal-klabb mingħajr l-ebda dritt ta' kumpens.

(8) Il-klabb għandu l-obbligu li jzomm il-proprjetà fi stat tajjeb u jagħmel dawk ix-xogħlijiet u tiswijiet ordinarji u straordinarji kollha neċessarji tul il-perjodu kollu ta' din il-koncessjoni.

Kwalunkwe xogħol strutturali għandu jsir biss wara li l-klabb jikseb il-permess bil-miktub mingħand SportMalta sabiex il-klabb ikun jista' jwettaq dan ix-xogħol. Il-klabb ma jistax japplika għand l-Awtorità tal-Ippjanar u/jew iwettaq xogħol strutturali mingħajr ma jkollu l-permess bil-miktub ta' SportMalta.

(9) Dawn l-istess xogħolijiet jew kwalunkwe benefikati jew miljoramenti magħmulin isiru *ipso facto* tal-Gvern u l-klabb m'għandu fl-ebda żmien, dritt ta' kwalunkwe kumpens għal kwalunkwe benefikati jew miljoramenti li jista' jkun għamel fl-imsemmija proprjetà.

(10) Iz-zona sportiva tkun għall-użu wkoll tal-Youth Nursery tal-istess klabb u fil-ħinijiet tal-iskola, bi ftehim, il-proprjetà tinftaħ għall-użu tat-tfal ta' l-iskola. Jekk ma jkunx hemm qbil, il-kwistjoni tmur quddiem SportMalta u d-deċiżjoni tiegħu tkun finali.

(9) Il-klabb huwa direttament responsabbli lejn SportMalta li tirrapreżenta lill-Ministru jew l-is-Segretarju Parlamentari responsabbli mill-iSport. Għal dan il-għan kull persuna inkarigata minn SportMalta, għandha tithalla tidhol biex tagħmel, f'każ ta' bżonn, spezzjoni tal-facilitajiet sportivi ossia l-proprietà trasferita.

(10) Il-Gvern permezz ta' SportMalta, għandu jkollu d-dritt li jagħmel użu b'xejn mill-facilitajiet sportivi tal-klabb, cioè iz-zona sportiva għall-perijodu ta' mitejn (200) siegħa b'kollox fis-sena. It-tqassim ta' dawn is-siegħat, jiġifieri lil min jingħataw, kif ukoll meta jiġu wżati, hija deċiżjoni ta' SportMalta. SportMalta għandu l-obbligu li jagħti pre-avviż ta' mill-inqas xahrejn lill-klabb li għandu t-titolu legali tal-facilità sportiva.

(11) Fl-użu tal-facilitajiet sportivi tal-klabb, m'għandux ikun hemm diskriminazzjoni minhabba kulur, razza, reliġjon, politika, sess jew ġibdiet sesswali.

(12) Iz-zona indikata għall-uzu sportiva għandha tintuża esklussivament għall-attività sportiva, li tista' tinkludi ufficċini amministrattivi għall-attività sportiva, *gymnasiums*, *sport clinics*, u facilità ta' bottegin għall-membri, iżda mhux b'tali mod li jibdel in-natura prinċipali tal-kumpless sportiv. Il-klabb irid jikseb permess minn SportMalta sabiex ikun jista' jopera l-bottegin.

(13) Il-klabb ma jistax iċedi, jissulloka jew bi kwalunkwe titolu ieħor, jittrasferixxi il-proprietà in kwistjoni lil terzi persuni, mingħajr l-approvazzjoni tal-Kamra tar-Rappreżentanti. Il-klabb lanqas ma jista', mingħajr tali approvazzjoni tal-Kamra tar-Rappreżentanti jidhol fi sħubija ma' terzi dwar it-tmexxija tal-proprietà imsemmija hief, u limitament, għal xi facilitajiet tal-bottegin, u dan dejjem bl-approvazzjoni ta' SportMalta, u basta ma tinbidilx in-natura prinċipali taz-zona sportiva tal-kumpless sportiv, kif stipulat fi klawżola precedenti ta' dan l-att. Madankollu, l-operatur li qed jidher fuq dana l-att għandu d-dritt illi jissulloka id-drittijiet/obbligi tiegħu naxxenti mill-kuntratt ta' lokazzjoni u operat li jiffirma parti minn-dana l-att odiern, kif stipulat fil-kuntratt illi għandu mal-klabb, li kopja tiegħu qed tigi hawn annessa u mmarkata Dokument numru sbghatax (17) formanti parti minnSchedule numru tlieta (3).

(14) Il-klabb għandu l-jedd li jiġbor mizati xierqa u raġonevoli għall-użu temporanju tal-facilitajiet li jinstabu fis-sit enfitewtiku. SportMalta għandu l-jedd li jara li din il-mizata hi waħda xierqa u raġonevoli.

(15) Il-klabb għandu jkun irregistrat ma' l-Awtorità għall-Integrità fl-iSport Malti (AIMS) u jfornih b'dak kollu stabbilit fl-Avviżi Legali numru mitejn u sebgha u ghoxrin tal-elfejn erbgha u ghoxrin u mija u wiehed u erbghin tal-elfejn u tlieta u ghoxrin (A.L.141/2023) u (A.L.227/2024)jew kull liġi oħra li tiegħu post dan l-Avviż Legali.

(16) Il-klabb għandu jagħmel polza tas-sigurtà dwar riskji għal terzi persuni jew kontra l-ħsarat fl-imsemmija proprietà.

(17) Jekk il-klabb ixolji jew iżarma, it-titolu fuq l-imsemmija proprjetà jintemm *ipso facto* u l-proprjetà tgħaddi lura għand SportMalta minnufih, bit-tibdil kollu li jkun seħħ fiha.

(18) SportMalta għandha d-dmir li tara li l-kundizzjonijiet kollha ta' dana l-att jiġu osservati mill-klabb. F'każ ta' ksur ta' xi kundizzjoni stipulata f'dan l-Att, it-titolu legali tal-istess proprjetà jerga' jirritorna lura lil SportMalta.

Qed tidher fuq dana l-att ukoll Diane Izzo, miżżewġa, bint Micahel Izzo, u Victoria Izzo nee Pace, imwiolda San Ġiljan fid-9/08/1977 u toqgħod f'numru erba' u għoxrin (24), Waterside Place, Appartamenti 17/18, Triq ix-Xatt ta' Qui Si Sana, Sliema (Karta tal-identità numru 407077M) għan-nom u in rappresentanza ta' **D Shopping Malls Limited** (numru ta' registrazzjoni C87499) kif debitament awtorizzat permezz ta' risoluzzjoni tal-Bord tal-istess soċjeta' kummerċjali li qed tigi hawn annessa u mmarkata Dokument 'R1'.

hawn aktar l' isfel imsejjaħ '**l-operatur**'.

U presenzjalment il-klabb kif ukoll l-operatur, jew l-aventi kawza tiegħu jirrikonoxxu li huma marbutin mar-Regolamenti Dwar il-Kummerċjalizzazzjoni Tal-Facilitajiet Sportivi (Legislazzjoni Sussidjarja numru erbgha mija u hamsa u hamsin punt tnax (L.S. 455.12) u għandhom jgħaddu id-dokumentazzjoni kollha necessarja mitluba minn SportMalta għall-finijiet ta' monitoragg u huma soġġetti għall-penaltajiet amministrattivi preskritti fir-regolament numru disgha (9) (dwar monitoragg u Infurzar) jekk il-klabb jew l-operatur terz ikunu qeghdin jagixxu bi ksur tal-kuntratt jew ta' dawn ir-Regolamenti. Din id-dikjarazzjoni tiffirma parti integrali minn dan il-kuntratt.

Bħala garanzija tal-ħlas tal-imsemmi ċens annwali u temporanju u tal-eżekuzzjoni tal-obbligi l-oħra li joħroġu minn dan l-att, il-klabb qiegħed jipoteka favur il-Gvern ta' Malta, aċċettanti, **l-beni kollha tiegħu in ġenerali preżenti u futuri oltre l-poteka Speċjali u l-Privileġġ Speċjali** għall-valur ta' tlett mija u tnejn u tmenin elf hames mija u sebgha u sittin ewro (€382,567) li minnhu l-ammont ta' tlett mija u tletin elf sebgha mija u hamsa u tletin ewro (€330,735) huwa għall-partijiet kummerċjali filwaqt illi wiehed u hamsin elf tmin mija u tnejn u tletin ewro (€51,832) huma tal-partijiet sportivi tal-istess proprjeta' immobbli. il-ligi, fuq il-proprjetà b'dan l-att trasferita. Għall-fini tal-iskrizzjoni ipotekarja, qed tigi ffissata bejn il-komparenti partijiet is-somma ta' tlett mija u tnejn u tmenin elf hames mija u sebgha u sittin ewro (€382,567).

Għal kull fini u effett tal-ligi qed jigi iddikjarat illi dana l-att ta' koncessjoni enfitewtika temporanja għandu jissostitwixxi l-att ta' koncessjoni enfitewtika temporanja ezistenti bejn SportMalta u l-klabb ippubblikat minn-Nutar Principali tal-Gvern Dottor Keith German, fl-atti tiegħu tal-hamsa ta' Mejju, tas-sena elfejn u sbghatax (5/5/2017) u b'hekk il-kuntratt ahhari għandu jitqies bħala

terminat b'effett mill-illum u l-komparenti partijiet ma' jibqalhom l-ebda drittijiet u/jew pretenzjonijiet naxxenti mill-imsemmi att ta' koncessjoni enfitewtiku tterminat. Madankollu, dan il-kuntratt mhu bl-ebda mod jahfer u/jew jippreġudika d-dritt tal-Gvern għal kwalunkwe ammont dovut lilhu sallum minhabba l-okkupazzjoni ta' l-istess proprjetà.

Għall-fini tal-Att dwar it-Taxxa fuq id-Dokumenti u Trasferimenti tal-elf disa' mija tlieta u disgħin (1993), qiegħed jiġi dikjarat illi l-proprjetà fuq deskritta qed tigi akkwistata mill-klabb, minghand SportMalta li dapparti giet akkwistata minnha permezz tal-Att ta' l-Isport (Kapitolu numru erbgħa mija u hamsa u hamsin [KAP 455]) u l-ebda hlas ta' taxxa tal-boll mhu dovut mill-klabb fuq dan l-att stante illi dan it-trasferiment huwa debitament ezentat permezz tal-Avviz Legali numru mija u ghaxra tas-sena elfejn u erbgħa u ghoxrin (A.L. 110/2024), kif ukoll huwa ezentat mill-hlas tat-taxxa fuq dokumenti kif rizultanti minn dan l-istess kuntratt li l-abbozz tiegħu gie approvat permezz ta' rizzoluzzjoni speċjali tal-Kamra tar-Rappreżentanti skond l-Artikolu wiehed u tletin (31) tal-Att Dwar Artijiet tal-Gvern (Kap 573 tal-Ligijiet ta' Malta).

Għall-fini tat-Taxxa fuq id-Dhul [Kapitlu numru mija u tlieta u ghoxrin (123) tal-Ligijiet ta' Malta] dan it-trasferiment huwa ezentat mill-hlas ta' taxxa fuq il-qiegħ u dan skont l-artikolu numru erbgħa u tletin (34) tal-Att dwar l-Isport, Kapitlu numru erba' mija hamsa u hamsin (Kap 455) tal-Ligijiet ta' Malta, kif ukoll huwa ezentat mill-hlas tat-taxxa fuq id-Dhul, kif rizultanti minn dan l-istess kuntratt li l-abbozz tiegħu gie approvat permezz ta' rizzoluzzjoni speċjali tal-Kamra tar-Rappreżentanti skond l-Artikolu wiehed u tletin (31) tal-Att Dwar Artijiet tal-Gvern (Kap 573 tal-Ligijiet ta' Malta).

Għall-fini tal-Kapitlu numru mitejn u sitta u erbgħin (Kap.246) tal-Ligijiet ta' Malta dwar l-Akkwist ta' Proprjetà Immobbli minn Persuni Mhux Residenti, qed jiġi ddikjarat mill-akkwirenti illi l-klabb jikkwalifika biex jakkwista il-proprjetà li qiegħda tigi ttrasferita aktar 'l fuq, mingħajr il-bżonn ta' permiss ta' l-akkwist ta' proprjetà immobbli minn persuni mhux residenti peress illi l-istess klabb, kif ukoll l-akkwirenti nomine qed jiddikjaraw li huma residenti ċittadini ta' l-Unjoni Ewropea u li l-klabb kien stabbilit f'Malta u l-akkwirenti nomine għexu f'Malta għal perijodu kontinwu matul ħajjithom, ta' hames (5) snin. Din id-dikjarazzjoni qiegħda ssir wara li jiena Nutar sottoffirmat spjegajtilhom l-importanza tagħha skont il-ligi.

Id-drittijiet u l-ispejjeż ta' dan il-kuntratt għandhom jithallsu mill-klabb.

Jiena Nutar, hawn taht iffirmit, niddikkjara li l-propjeta immobbli ttrasferita fuq dana l-att, in parti tiffirma parti mic-certifikat fit-titolu numru hamsa disgħa zero zero tlieta wiehed hamsa wiehed (59003151), u in parti ma taqax f'zona ta' Registrazzjoni Obbligatorja ai termini ta' l-Att ta' Registrazzjoni ta' l-Arijiet u dan kif jirrizulta mill-kopja tal-Form E li qed tigi hawn annessa u mmarkata Dokument 'LR'.

Qed jidher ukoll fuq dana l-att Richard Bilocca, bin Lawrence Bilocca u Mary Bilocca nee Cachia, imwieled il-Pieta' fis-6/11/1984 u residenti f'numru tmienja u ghoxrin (28), Palazzino Biedda, Triq San Bartilmew, Zurrieq (Karta ta' l-identita' numru 0001185M), li qieghed jidher fuq dana l-att ghan-nom u in rapprezentanza tal-Bord tal-Kummissjoni Dwar il-Kummercjalizzazzjoni ta' Facilitajiet Sportivi, kif debitament awtorizzat in forza tar-rizoluzzjoni li qed tigi hawn annessa u mmarkata Dokument 'R2', li qieghed jiddikjara l-approvazzjoni tal-Kummissjoni ghal pubblikazzjoni ta' dana l-att odiern u dan ai termini tar-Regolament numru hamsa (5) subinciz wiehed (1) tar-Regolamenti Dwar il-Kummercjalizzazzjoni tal-Facilitajiet Sportivi (Legislazzjoni Sussidjarja numru erbgħa mija u hamsa u hamsin punt tnax (L.S. 455.12) u ab bazi tal-approvazzjoni tal-applikazzjoni ghal kummercjalizzazzjoni relattiva.

Għal kull fini u effett tal-ligi, stante illi n-numru tad-dokumenti annessi ma' dana l-att jammonta għal aktar minn hames (5) dokumenti, qed jigi hawn anness elenku tad-dokumenti mmarkat Dokument 'X'.

Qieghed jigi dikjarat illi dan it-trasferiment qieghed isir minn SportMalta li għandu d-dritt li jittrasferixxi l-imsemmija proprjeta' lil entitajiet sportivi irregsitrati ma' SportMalta taht l-Att tal-Isport (KAP 455) tal-Ligijiet ta' Malta u cioe' b'titolu t'enfitewsi temporanju u tali trasferiment qieghed isir skond l-Att Dwar Artijiet tal-Gvern (Kap 573) tal-Ligijiet ta' Malta, Artiklu numru wiehed u tletin (31) u qieghed isir wara l-approvazzjoni ta' dan it-trasferiment permezz ta' rizoluzzjoni speċjali tal-Kamra tad-Deputati skond Artikolu wiehed u tletin (Art 31) tal-istess Kapittlu numru hames mija u tlieta u sebghin (KAP. 573).

Magħmul, moqri u ppublikat wara ċerjorazzjoni skond il-ligi f'Malta

ELENKU TAD-DOKUMENTI ANNESSI MAL-ATT – DOK X

DOKUMENTI KOMPRESIVI:

Dok A: Approvazzjoni mill-Kummissjoni tal-Facilitajiet Sportivi Kummerċjali fit-tmienja t'April tas-Sena elfejn erbgħa u għoxrin (8/4/2024);

Dok B: Schedule 1 (konsistenti fid-dokumenti numri wieħed (1) sa disgħa (9));

Dok C: Schedule 2 (konsistenti fid-dokument numru għaxra (10) – Dikjarazzjoni tal-Awditur Beppe Muscat li l-klabb issodisfa r-rekwiżiti li għalihom jirreferi ir-Regolament 4(4)(a) u li l-informazzjoni hija kompluta, awtentika, korretta, u konformi mal-provvedimenti tar-Regolamenti;

Dokument D: Schedule 3 (konsistenti fid-dokumenti numri tndax (11) sa tnejn u għoxrin (22));

Dok E: Other Docs (konsistenti fid-dokumenti numri tlieta u għoxrin u erbgħa u għoxrin (23 u 24));

Dok LR: Kopja tal-Form E tal-Land Registry;

Dok PD: Pjanta P.D. 2010_247_A_A_1

Dok R: Riżoluzzjoni tal-Bord ta' Sliema Wanderers FC;

Dok R1: Riżoluzzjoni tal-Bord tal-operatur D Shopping Malls Limited (numru ta' registrazzjoni C87499);

Dok R2: Riżoluzzjoni tal-Kummissjoni Dwar il-Kummerċjalizzazzjoni tal-Facilitajiet Sportivi;

Dok V1: Valutazzjoni tal-Awtorità tal-Artijiet;

Dok X: Elenku preżenti tad-dokumenti annessi ma' dana l-att.

COMMERCIAL SPORTS FACILITIES COMMISSION

| sportcommercialisation@gov.mt

08/04/2024

Mr. Mark Cutajar

CEO SportMalta

By virtue of S.L. 455.12 and with reference to Regulation 5 kindly note that the Commission has approved an application by Sliema Wanderers FC.

With this letter, the Commission is enclosing the approved application for SportMalta to proceed with the drafting of the public deed in line with the detailed requirements outlined in the same Article, and to launch the required process to lead to the ultimate adoption of a special resolution of the House of Representatives in terms of Article 31 of the Government Lands Act.

As per the approval letter issued to the sports organization, the sports organization and the third-party operator, have also been bound to, jointly and severally, guarantee that any and all activity, including any future sub-leasing thereof, respect all statutory obligations, in particular but not limited to the conditions mentioned in Reg. 7(5) of S.L. 455.12. To this effect, by virtue of Reg. 4 (5) of S.L. 455.12, a yearly declaration by an auditor confirming this, has to be provided by the sports organisation as part of the yearly submissions referred to under Regulation 9 in the same approval letter.

The Commission's approval is effective as of date of this letter and is strictly without prejudice to the applicant's statutory obligations including but not limited to Reg. 7(2a) of S.L. 455.12, and the terms and conditions imposed above.



Richard Bilocca

Chairman

SCHEDULE 1 -SWFC - Commercialisation of Sports Facilities

Doc 1

A list of all committee members of the sports organisation with clear indications as to the responsibility held by each member.



List of Registered Officials (Forms C, D, N)

Sliema Wanderers



Organization: (1) Malta FA
 Club: (39646) Sliema Wanderers
 Statuses: All

Comet ID / Malta ID	39646 / -	Telephone	+356 20995099
Name	SLIEMA WANDERERS FC	Mobile phone	+356 79772098
Parent organisation	Malta FA	Fax	
Date of Foundation	01.01.1909	Personal email	sliemafc@mfa.com.mt; sliema@theyouthfa.org.mt; nationalteammanagers@mfa.com.mt
Field / Total capacity		Web address	
Address	21, Sliema Wanderers F.C, Triq il-Toni,	Twitter	
Postcode / Town	SLM 1609 / Sliema	Facebook	/sliemawanderersfc/
Region		Bank Account	

Type	Registered officials	National ID / Passport number
President	Perry Keith	12072M / -
Secretary	Muscat Alexander	24385M / -
Treasurer	Busietta Kris	538477M / -
Vice President	Zammit Tabona Andrea	235683M / -
Vice President	Arciola Walter	276080M / -
Ass. Secretary	Bugeja George	262189M / -
Ass. Treasurer	Perry Rupert	140870M / -
Committee Member	Abela James	273094M / -
Committee Member	Cachia Manuel	245282M / -
Committee Member	Muscat Terence	153279M / -
Committee Member	Genovese Jovin	205183M / -
Committee Member	Borg Charles	883951M / -
Committee Member	Camilleri Joseph	152447M / -
Administrator	Aquilina Horace	338973M / -

SCHEDULE 1 -SWFC - Commercialisation of Sports Facilities

Doc 2

Signed declaration as to who the legal representatives of the sports organisation are.



SLIEMA WANDERERS F.C.

21 Tower Road Sliema (Malta)

Email: sliemafc@mfa.com.mt

12th October 2023

This is to confirm that the legal representatives of Sliema Wanderers Football Club as per Club statute are the following:

President - Mr. Keith Perry
Secretary – Mr. Alex Muscat
Treasurer – Dr. Kris Busietta

Alex Muscat
Secretary
Sliema Wanderers FC

SCHEDULE 1 -SWFC - Commercialisation of Sports Facilities

Doc 3 & 4

A detailed written explanation of the type of commercial activity being proposed.

Confirmation on whether a third-party operator shall be involved or not

Sliema Wanderers Football Club

Business Plan

26 January 2024



Background of project

By virtue of a deed dated 15 June 2000, MIDI had acquired property at Tigné Point and Manoel Island from the Government of Malta under title of temporary emphyteusis for a period of 99 years commencing from 15 June 2000. Subsequently, MIDI granted a temporary sub-emphyteusis to Tigné Mall plc by virtue of the Sub-emphyteutical Deed dated 22 October 2010.

The Point is part of a mixed-use development on Tigné Point with a footprint of 9,735 sqm. The original planning application for the shopping mall was approved on 21 June 2002. Apart from the mall, Midi's application also covered the football pitch overlying the property, a trunk road, a supermarket, 5-a-side pitches and other club facilities together with the underlying basement parking levels.



The building of the football pitch and ancillary sports facilities was an integral part of the terms and conditions of the sub-emphyteutical grant. In this regard, the Government of Malta, back in the year 2000, by means of a private writing had already reached an agreement with Sliema Wanderers Football Club to transfer to the Club the area currently occupied by the Club pursuant to the emphyteutical grant. Upon completion, the aforementioned football pitch and ancillary sports facilities were transferred back to the Government of Malta by means of a public deed that took place on 20 August 2010 and subsequently transferred to the Club as had been agreed.

Market analysis

Shopping mall	Gross lettable area	Shop units	Opening
The Point Mall	15,000 sqm	52	2010
The Plaza Shopping Centre	4,000 sqm	50	1993
The Duke Mall	6,000 sqm	20	2008
Pama Shopping Centre and Pavi Shopping Centre	8,500 sqm	49	2016
Bay Street Shopping Centre	11,000 sqm	40	2000
Daniel's Mall	8,000 sqm	20	2014
Centre Parc	12,000 sqm	15	2019
Main Street Complex	4,000 sqm	15	2004
Mercury Towers	12,242 sqm	22	2023
Shoreline	14,100 sqm	44	2023

Active shopping malls in Malta

As indicated in the adjacent table, there are a number of shopping malls currently in operation in Malta, with the earliest establishment opening in 1993.

With the surge of Malta as touristic destination, the demand for shopping malls has increased and continue to increase. Hence, we note the opening of a number of shopping malls throughout the years; all of different sizes and with different number of units.

The highest quality with the most variety of shops available would be The Point Mall, followed by Center Parc. However, Mercury Towers and Shoreline are opening in Q4 2023.

In addition to this, the main high streets of Malta with retail and food & beverage are:

- Republic Street and Merchants Street in Valletta
- Tower Road, Bisazza Street and the Strand in Sliema
- St. Julian's and Paceville

Profile of Operator: D Shopping Malls Limited

D Shopping Malls Limited is a limited liability company incorporated, registered and operating in Malta under the Companies Act (Cap. 386 of the Laws of Malta), with company registration number C 87499. The company's principal activity is the ownership and management of the lease agreements within D Mall (marked as SWFC area in the slide overleaf) with Sliema Wanderers Football Club. The company also manages some areas within another shopping mall.

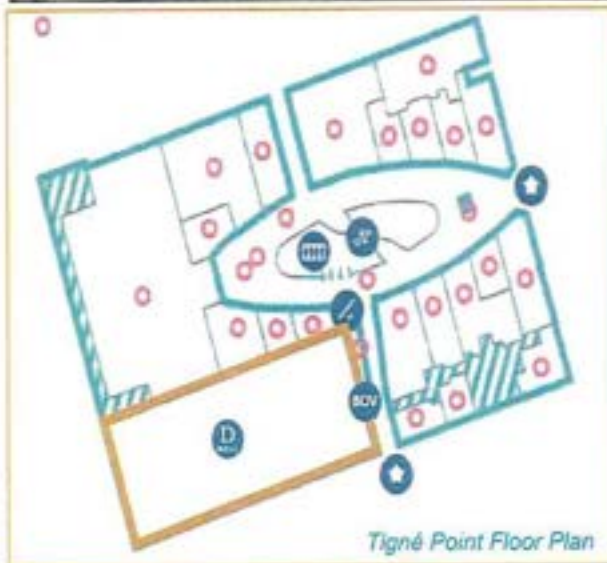
D Mall is situated within The Point shopping mall, Malta's most popular retail centre, occupies a prominent position at the heart of the mixed-use Tigné Point development.

D Shopping Malls Limited is owned by Dizz Group of Companies Limited. It has over 1,300 square metres of rentable retail space which include Calliope, Boggi, KIKO and Nespresso.



Sliema Wanderers Football Club

Overview of the property to be leased



Lessor	Lessee	Start date	Term	Total area	Annual rent
Sliema Wanderers Football Club	D Shopping Malls Limited	The commencement date shall be the date on when the emphyteutical deed between Sports Malta and SWFC is signed	57 years	3,043 sqm	<ul style="list-style-type: none"> Rent payable as follows: <ul style="list-style-type: none"> Year 2025 – €230k Year 2026 – €371k Year 2027 – €371k Year 2028 – €371k Year 2029 onwards – 5% increment on the payment for the previous year and 5% increment every 3 years thereafter until termination



Pagina 20 min 182

<p>Location</p> <p>Tigné Point, Sliema</p>	<p>Area</p> <p>3,043 sqm</p>	<p>Term</p> <p>Head lease with Sliema Wanderers Football Club for 57 years commencing upon date of signing between Sports Malta and SWFC</p>
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Financial performance – Regulation 4(4)(a)

Key Performance Indicators – Commercial activity

€871k

Targeted yearly turnover

40

Targeted overall job creation to be maintained over the period of the project

Annual turnover

Rate paid	Area (sqm)	Turnover (€'000)
€550/sqm	1,115	613
€430/sqm	412	177
Total	1,526	790
<i>Additional revenue</i>		
circ. €50/sqm	1,517	81
Total	3,043	871

The rates listed above have been agreed with the tenants of D Malls and shall remain constant for the next 15 years. Hence, these have been assumed as the targeted yearly turnover of the commercial activity.

The average rate per square meter charged is €518 which is approximately the same rate as currently charged by Tigné Point, the most comparable shopping mall.

Comparable premises

	Rate (€/sqm)
Tigné Point	567
Main Street	197
Centerparc	186

Source: 1. GT analysis; 2. Financial Statements of Tigné Mall p.l.c.; 3. Financial Statements of Main Street Complex p.l.c.; 4. TUM finance pio prospectus

Key Performance Indicators – Sliema Wanderers Football Club

- Year 2025 – €230k
- Year 2026 to 2028 – €371k
- Year 2029 onwards – 5% increment on the payment for the previous year and 5% increment every 3 years thereafter until termination

€7.4M

n/a

Targeted yearly turnover

Initial investment

Payment to SWFC: €5.4m
Development of asset: €2.0m

Targeted overall yearly job creation

Benefit to Sliema Wanderers Football Club

As indicated above, the benefit of commercializing part of the property is:

A clear opportunity for the creation of jobs through the commercial activities of the shopping mall; and

an opportunity for Sliema Wanderers Football Club (SWFC) to generate passive income through annual rent (upfront or during the year).

By engaging a third-party, the burden of carrying out the commercial activity of operating a shopping mall is shifted. The benefit of generating passive income is that SWFC will not lose focus on its primary objective of running its football club.

Financial performance – Regulation 4(4)(a)

Financial considerations – Commercial activity

€7.4M

Expenses incurred to date (directly to SWFC or investment undertaken by D Shopping Malls Limited)

Payment to SWFC: €5.4m

Development of asset: €2.0m

€4.0M

€3.4M

Financing of expenses

Bond issued by D Shopping Malls Finance plc

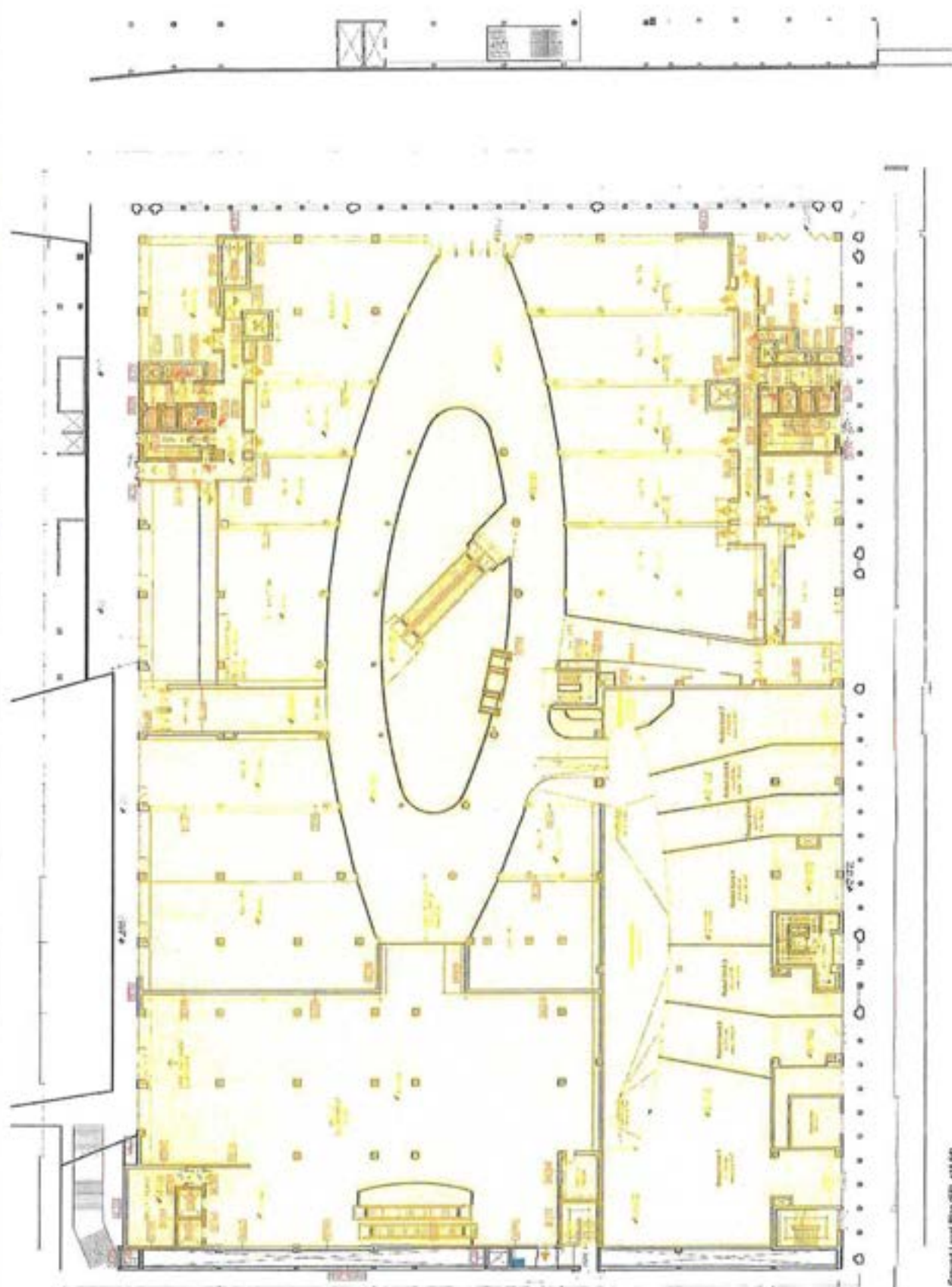
Internal funds

SCHEDULE 1 -SWFC - Commercialisation of Sports Facilities

Doc 5

A plan drawn up by a perit that identifies the area of the sports facility that shall be used as a sports area and the commercial area. The plan shall contain all necessary designs and plans on how the sports facility shall be structured, including both commercial and sports areas.

Doc SW1



Ground Level Plan (GFL) - 1:10 M

AREA SHADED IN YELLOW AT GROUND FLOOR EQUAL TO SWFC SPORTS' FACILITIES
AT ROOF LEVEL: c. 8553.3sqm

Architectural title block containing a logo, project name, and other details.

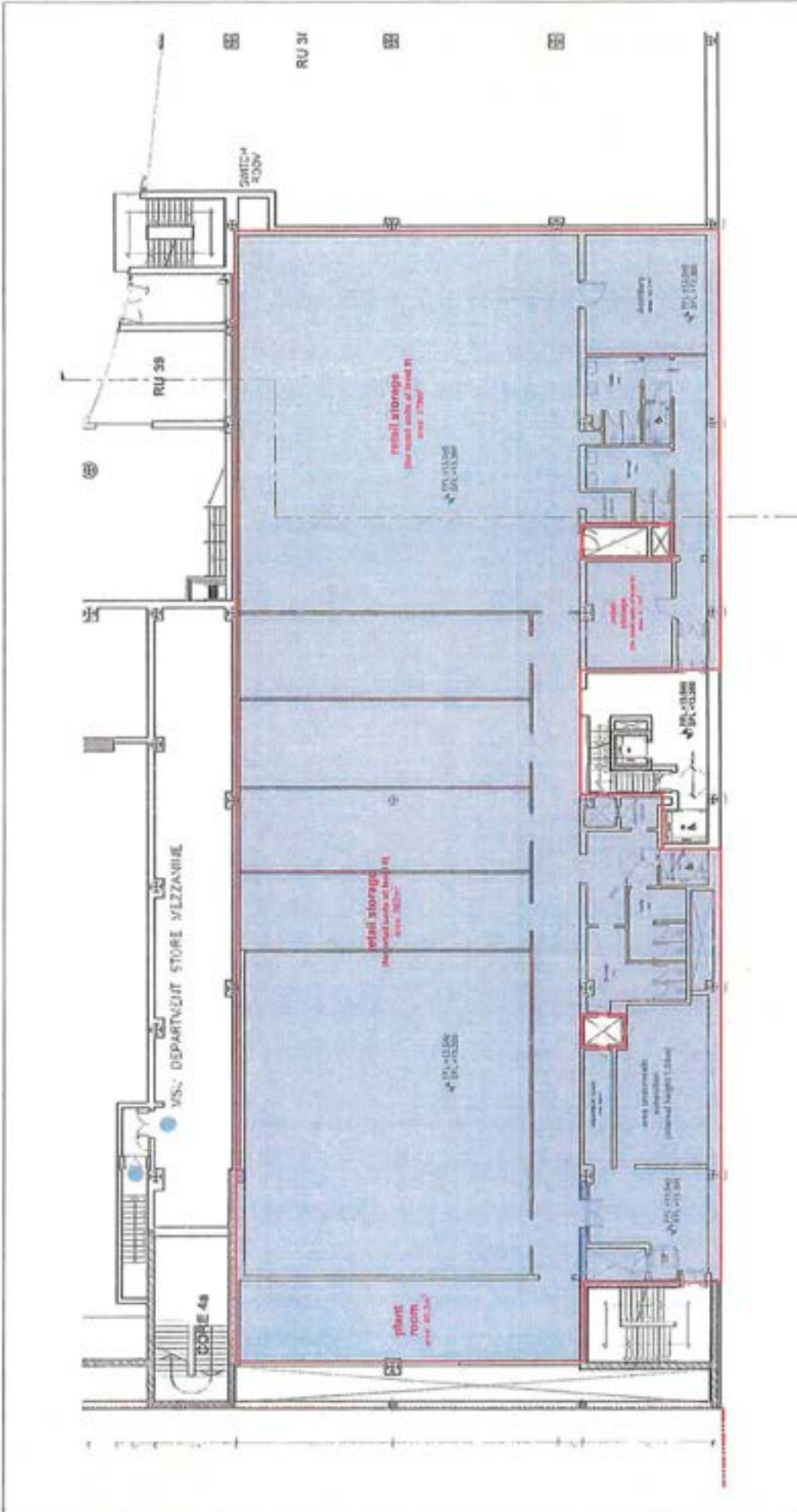
SWFC
Sports World Football Centre

100,000 sqm
100,000 sqm
100,000 sqm



Project Name	ISIT SpA
Client	ISIT SpA
Architect	CG
Scale	1:100
Date	2023/05/15
Sheet No.	26
Total Sheets	182

Level -1 ISIT SpA



Proposed Basement Level (Min. RFD: +10.80) - area shaded in this drawing is 3500sqm



SCHEDULE 1 -SWFC - Commercialisation of Sports Facilities

Doc 6

A declaration clearly indicating the number of square metres which shall be used for the sports area (the proposed sports area shall never be less in size than the area which is currently being used exclusively for the practice of the sports discipline for which the sport organisation is registered with SportMalta).
The sports area and the sports ancillary area shall not be less than 60% of the total floorspace.



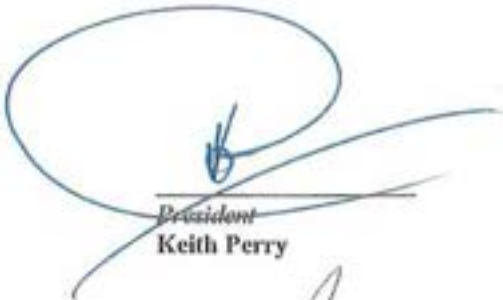
SLIEMA WANDERERS F.C.

21 Tower Road Sliema (Malta)
Email: sliemafc@mfa.com.mt

Today, the 19 day of December of the year 2023

We, the undersigned, **Keith Perry** bearing ID number 12072(M), **Alex Muscat** bearing ID number 24385(M), and **Kris Busietta** bearing ID number 538477(M), as legal representatives of the sports organisation Sliema Wanderers Football Club (the "**Sports Organisation**"), duly authorised, hereby confirm in accordance with regulation 4(2)(e) of the Commercialisation of Sports Facilities Regulations (S.L. 455.12) (the "**Regulations**"), that the number of square meters of the total area of the sports facility measuring circa eleven thousand five hundred and ninety six square meters (11,596m²) (the "**Total Area**") shall be composed of:

- a. the sports area measuring circa eight thousand five hundred fifty three square metres (8,553 m²) covering 73.80% of the Total Area marked in yellow in the plan hereby attached to this declaration and marked as '**Doc. SW1**', and;
- b. the commercial area measuring circa three thousand and forty three square meters (3,043m²) covering 26.20% of the Total Area marked in blue in the plans hereby attached to this declaration and marked as '**Doc. SW2**' and '**Doc. SW3**'.



President
Keith Perry



Secretary
Alex Muscat



Treasurer
Kris Busietta

SCHEDULE 1 -SWFC - Commercialisation of Sports Facilities

Doc 7 N/A

SCHEDULE 1 -SWFC - Commercialisation of Sports Facilities

Doc 8

A sworn declaration made by the legal representatives of the sports organisation confirming that the application is being made by the sports organisation according to these regulations and that the sports organisation is aware and understands all its rights and obligations according to these regulations and that any eventual public deed shall require prior approval by resolution of the House of Representatives.



SLIEMA WANDERERS F.C.

21 Tower Road Sliema (Malta)
Email: sliemafc@mfa.com.mt

Today, the 19th day of Decèmber of the year 2023

We, the undersigned **Keith Perry** bearing ID number 12072(M), **Alex Muscat** bearing ID number 24385(M), and **Kris Busietta** bearing ID number 538477(M), as legal representatives of the sports organisation Sliema Wanderers Football Club (the "**Sports Organisation**") as duly authorised hereby confirm under oath in accordance with regulation 4 (2) (g) of the Commercialisation of Sports Facilities Regulations (S.L. 455.12) (the "**Regulations**"), that the Sports Organisation is aware of and understands all its rights and obligations according to the Regulations and that any eventual public deed shall require prior approval by resolution of the House of Representatives.



President
Keith Perry



Secretary
Alex Muscat



Treasurer
Kris Busietta

SCHEDULE 1 -SWFC - Commercialisation of Sports Facilities

Doc 9

Proof of title to the land proposed for commercialisation.

UFFICCJU TAN-NUTAR TAL-GVERN
2/3, TRIQ MIKIEL ANTON VASSALLI,
VALLETTA



OFFICE OF THE NOTARY TO GOVERNMENT
2/3, MIKIEL ANTON VASSALLI STREET,
VALLETTA

TELEPHONE: 2122 479800

Dr Karen Zammit Southernwood
Head office
Cottonera Sports Complex
Cospicua

13th July 2017

Dear Dr Zammit Southernwood,

Enclosed please find copy of deed published by Dr. Keith German for your records.

Regards,

Ms Dorothy Frendo
Chief Notary to Government



Illum hamsa (5) ta' Mejju tas-sena elfejn u sbatax (5/5/2017).

ATT NUMRU

48

Quddiem Nutar Dottor Keith Francis German, Nutar Principali tal-Gvern, deheru personalment hekk kif identifikaw ruhhom bid-dokumenti hawn taht imsemmija:

ENFITEWSI

Mill-ewwel parti:-

INSINWAT FL-

24/05/2017

L-Onorevoli Dottor Luciano Busuttil, Membru Parlamentari, iben Benjamin Busuttil u Anna nee' Falzon, imwieled il-Pieta' fil-31/7/1974 u residenti Marsaxlokk, bil-karta tal-identita' numru 373574M, li qed jidher fuq dan l-Att fil-kwalita' tieghu ta' *Chairperson*, ghan-nom u fir-rappreżentanza ta' *SportMalta*, ta' Cottonera Sports Complex, Cottonera Avenue, Bormla (BML9020), hekk kif debitament awtorizzat permezz ta' Artiklu sebgha subinciz tlieta (7(3)) tal-kapitlu erba' mija hamsa u hamsin (455) tal-Ligijiet ta' Malta, minn hawn il-quddiem imsejjaħ bhala '*SportMalta*'.

VOL I:

11322/2017

VOL. H.:

9636/2017

1/05/2017

20/05/2017

21/05/2017

23/05/2017

24/05/2017

25/05/2017

Mit-tieni parti:-

Keith Perry, fil-kummerc, fil-kwalita' tieghu ta' President tal-Klabb tal-futbol hawn taht imsemmi, iben Anthony u Pauline nee' Attard, imwieled il-Pieta' fid-9/12/1971 u residenti l-Kappara, bil-karta tal-identita' numru 12072M, Dottor Jean Paul Sammut, Avukat, fil-kwalita' tieghu ta' Segretarju tal-Klabb tal-futbol hawn taht imsemmi, iben Victor u Lorenza nee' Azzopardi, imwieled il-Pieta' fit-18/11/1979 u residenti n-Naxxar, bil-karta tal-identita' numru 550079M u Elton Sant, fil-kummerc, fil-kwalita' tieghu ta' Tezorier tal-Klabb tal-futbol hawn taht imsemmi, iben Victor u Rita nee' Cassar, imwieled il-Pieta' nhar it-2/5/1977 u residenti għewwa San Pawl il-Bahar, bil-karta tal-identita' numru 218677M, li flimkien qed jidhru fuq dan l-att fil-kariga tagħhom ta' President, Segretarju u Tezorier, rispettivament, kif debitament awtorizzati permezz ta' rizzoluzzjoni tal-kumitat tal-Klabb tal-futbol ta' 'Sliema Wanderers Football Club', hawn annessa u mmarkata bhala **Dokument ittra 'A'** - minn hawn il-quddiem magħruf bhala "**il-klabb**".

Minni Nutar identifikati permezz tad-dokumenti ufficjalji hawn fuq indikati.

Bis-sahha ta' dan l-att *SportMalta* qiegħed jagħti b'titolu ta' enfitewsi temporanju għal perjodu ta' disgha u erbghin (49) sena b'effett mil-lum

lil fuq imsemmi klabb li bl-istess titolu qiegħed jaċċetta u jakkwista l-*football pitch* u l-facilitajiet anċillari fil-Ponta ta' Tigne, ġewwa tas-Sliema (minn hawn 'l quddiem msejjaħ l-propjeta') tal-kejl approssimattiv ta' madwar tmien t'elef disgħa mija u sebghin metru kwadru (8970mk), fil-livell numru wieħed (1) u tal-kejl ta' madwar elf sitt mija u tmintax-il metru kwadru (1618mk) fil-livelli numri żero (0) u livell sottostanti ż-żero (-1) rispettivament, kollox konfinanti mill-Grigal, mix-Xlokk u mil-Lbiċ ma' propjeta' li nġhatat mill-Gvern b'titolu ta' ċens temporanju lil MIDI plc, liema *football pitch* u facilitajiet anċillari huma delineati bl-aħmar fuq il-pjanta ittri P.D. numru elfejn u għaxra_mitejn sebgha u erbghin_A (P.D. 2010_247_A), u liema pjanta ġiet annessa fil-kuntratt ippublikat minn Nutar Dottor Diana Charles tal-ghoxrin (20) ta' Awissu tas-sena elfejn u għaxra (2010), bid-drittijiet u l-pertinenzi kollha tiegħu, inkluż kwalunkwe dritt ta' aċċess kif spjegat fid-definizzjoni ta' 'Sports Facilities' fl-istess kuntratt tan-Nutar Diana Charles hawn fuq imsemmi u taħt kull kundizzjoni oħra in kwantu kompattibli ma' dan l-Att li toriġina mill-kuntratt ta' enfitewsi bejn il-Gvern ta' Malta u MIDI plc ippublikat minn Nutar Vincent Miceli fil-hmistax (15) ta' Ġunju tas-sena elfejn (2000).

Din il-konċessjoni enfitewtika qiegħda ssir u tiġi aċċettata bil-kundizzjonijiet u pattijiet li ġejjin u ċioe' :-

1. Versu ċ-ċens annwu u temporanju ta' mitejn u għaxar t'elef Ewro (€210,000) dekorribbli minn dan l-Att, u liema ammont ta' ċens qed jiġi ssussidjat mill-Gvern tramite *SportMalta* b'hamsa u disgħin fil-mija (95%), ammontanti għal mija disgħa u disgħin elf u hames mitt Ewro (€199,500) la darba l-facilita qed tintuża għal skop sportiv. B'hekk il-klabb qed iħallas lill-*SportMalta* li jaċċetta u jhalli d-debuta rċevuta, ic-cens annwu u temporanju ta' għaxart elef u hames mitt Ewro (€10,500), liema ċens jithallas kull sena bil-quddiem. F'għeluq kull perjodu ta' hames (5) snin dan l-ammont ta' ċens jiġi rivedut għal zieda ta' għaxra fil-mija (10%) taċ-ċens eżistenti meta jsir ir-revizjoni, biex b'hekk ic-ċens li jithallas għal kull hames (5) snin wara kull revizjoni jkun ic-ċens hekk rivedut. *SportMalta* jirriżerva d-dritt li jagħmel revizjoni tal-ammont dovut bħala ċens annwu u temporanju u l-kundizzjonijiet ta' dan il-fteħim, fl-eventwalita' li tiġi fis-seħħ il-ligi dwar il-kommerċjalizzazzjoni tal-artijiet, skont l-istess ligi u dan in vista ta' kull tip ta' konċessjoni kummerċjali li hemm jew li jista' jkun hemm fil-futur fil-parametri tal-*football pitch* u l-facilitajiet anċillari.

2. Il-hlas taċ-ċens jithallas lill *SportMalta* jitqiegħed f'fond imsejjah "*Sports Fund*" li jkun amministrat mill-istess *SportMalta*.

3. Il-Gvern, permezz ta' SportMalta għandu d-dmir li jara li l-kundizzjonijiet kollha ta' dan l-att jiġu osservati mill-klabb. F'każ ta' ksur ta' xi kundizzjoni stipulata f'dana l-att, it-titolu legali tal-istess proprjeta' jerga' jirritorna lura lill-SportMalta.

4. Il-manutenzjoni kollha tal-proprjeta' ttrasferita fuq dan l-Att jkunu a karigu tal-klabb minghajr l-ebda dritt ta' kumpens.

5. Il-klabb għandu l-obbligu li jzomm il-proprjeta' fi stat tajjeb ta' manutenzjoni u jagħmel dawk ix-xogholijiet u tiswijiet kollha neċessarji għal dan il-għan.

F'każ li l-klabb jhoss il-htieġa jew ikun hemm il-bżonn ta' kwalunkwe xoghol strutturali, il-klabb irid jitlob permess bil-miktub lill-SportMalta sabiex il-klabb ikun jista' jwettaq dan ix-xoghol u/jew biex jagħmel talba lill-Awtorita' tal-Ippjanar u l-'Environment and Resources Authority'. Il-klabb ma jistax japplika mal-Awtorita' tal-Ippjanar u/jew l-'Environment and Resources Authority' u/jew jwettaq xoghol strutturali minghajr ma jkollu l-permess bil-miktub minn SportMalta.

6. Dawn l-istess xoghlijiet jew kwalunkwe benefikati jew miljoramenti magħmula isiru *ipso facto* ta' SportMalta u l-klabb m'għandu fl-ebda żmien, dritt ta' kwalunkwe kumpens għal kwalunkwe benefikati jew miljoramenti li jista' jkun għamel.

7. Il-proprjeta' tkun għall-użu wkoll tal-Youth Nursery tal-istess klabb u fil-hinijiet tal-iskola, bi ftehim, il-proprjeta' tinfetħ għall-użu tat-tfal tal-iskola. Jekk ma jkunx hemm qbil, il-kwistjoni tmur quddiem SportMalta u d-deċizzjoni tiegħu tkun finali.

8. Il-Klabb huwa direttament responsabbli lejn SportMalta li jirrapreżenta lill-Ministru jew is-Segretarju Parlamentari responsabbli mill-Isport. Għal dan il-għan kull persuna inkarigata mill-SportMalta għandha tithalla tidhol biex tagħmel, f'każ ta' bżonn, spezzjoni tal-facilitajiet sportivi ossia l-proprjeta' trasferita.

9. Il-Gvern Ċentrali tramite SportMalta għandu jkollu d-dritt li jagħmel użu b'xejn mill-facilitajiet sportivi tal-klabb għall-perjodu ta' mitejn (200) siegħa b'kollox fis-sena. It-tqassim ta' dawn is-siegħat, jiġifieri lil min jingħataw, kif ukoll meta jiġu wżati, hija deċizzjoni ta' SportMalta. SportMalta għandu l-obbligu li jagħti pre-avviż ta' mill-anqas xahrejn lill-klabb u d-dati jkunu ffixati b'konsultazzjoni mal-klabb konċernat.



10. Fl-użu tal-facilitajiet sportivi tal-klabb m'għandux ikun hemm diskriminazzjoni minhabba kulur, razza, reliġjon, politika jew sess.

L-użu tal-facilitajiet sportivi għandu jkun esklussivament għall-isport li jista' jinkludi uffiċini għall-amministrazzjoni sportivi u facilitajiet oħra għal min juża jew jiffrekwenta din il-proprjeta', iżda mhux talli li jibdel in-natura prinċipali tal-kumpless sportiv. Fl-eventwalita' li tiġi fis-seħh il-liġi dwar il-kommerċjalizzazzjoni tal-artijiet, skont l-istess liġi il-klabb ikollu dritt li jibbenifika mill-istess liġi.

L-istess liġi tal-kommerċjalizzazzjoni tal-artijiet tipprevali fuq kull kuntratt eżistenti, mal-klabb.

11. Il-klabb ma jistax iċedi, jissulloka jew bi kwalunkwe titolu lehor jittrasferixxi il-proprjeta' in kwistjoni lil terzi persuni jew jidhol fi shubija dwar it-tmexxija tal-proprjeta' imsemmija jew ta' xi parti minnu (hlief għal xi facilitajiet tal-bar jew catering u servizzi oħra, basta ma tinbidilx in-natura prinċipali tal-kumpless sportiv, kif stipulat fil-klawsola tmax (12) ta' dan l-att) minghajr l-approvazzjoni tal-Kamra tar-Rappreżentanti.

12. Il-klabb għandu l-jedd li jiġbor miżati xierqa u raġonevoli għall-użu temporanju tal-facilitajiet li jinstabu fl-art enfitewtika. Il-klabb għandu l-obbligu li jipprovdri rendikont tal-istess miżati u miżati miġbura lill-SportMalta. SportMalta għandu l-jedd li jara li din il-miżata hi wahda xierqa u raġonevoli.

13. Il-klabb għandu jkun irregiſtrat ma' SportMalta u jfornih bl-istatut tiegħu. Hu obbligu tal-klabb li kull sena għandu jinforma lill-membri li jiffurmaw il-Kumitat bi kwalunkwe tibdil li jista' jkun sar fl-istatut. Il-klabb huwa obligat ukoll li jforni lill-SportMalta b'rapport finanzjarju annwali kif ukoll bil-minuti ta' kull laqgħa annwali ġenerali u/jew straordinarja li ssir mill-klabb skont l-istatut.

14. Il-klabb għandu jagħmel polza tas-sigurta' dwar riskji għal terzi persuni jew kontra l-hsarat fl-imsemmija proprjeta'.

15. Jekk il-klabb ixxolji jew iżarma, it-titolu fuq l-imsemmija proprjeta' jintemm ipso facto u l-proprjeta' tghaddi lura għand SportMalta immedjatament bit-tibdil kollu li jkun seħh fih.

Bħala garanzija tal-hlas ta' l-imsemmi ċens annwu u temporanju u ta' l-esekuzzjoni tal-obbligi l-oħra li johorgu minn dan l-att, li-

klabb qiegħed jipoteka favur il-Gvern ta' Malta tramite *SportMalta* l-beni kollha tiegħu in generali preżenti u futuri oltre l-Ipoteka Speċjali u Privileġġ Speċjali skont il-liġi fuq il-proprjeta' b'dan l-att trasferita. Għall-fini ta' l-iskrizzjoni ipotekarja, qed tiġi ffixxata s-somma ta' mitejn u għaxar t'elef Ewro (€210,000) bejn il-komparenti partijiet fuq dan l-Att.

Id-drittijiet u l-ispejjez ta' dan il-kuntratt għandhom jithallsu mill-klabb.

Dikjarazzjonijiet għall-finijiet tal-Liġi

Għal finijiet tat-tieni proviso mas-Sub-Artikolu numru hamsa (5) tal-Artikolu numru erbgħa u tmenin ittra 'C' (84C) tal-Att dwar il-Professjoni Nutarili u l-Arkivji Nutarili, Kapitolu hamsa u ħamsin (KAP 55) tal-Liġijiet ta' Malta, qiegħed jiġi dikjarat illi bil-paragrafu ittra 'd' tar-regolament numru erbgħa (4) tal-avviż Legali numru tlett mija u hamsa u ħamsin tas-sena elfejn u tnax (A.L. 355 tal-2012) dwar l-Eżami tat-Titolu, n-Nutar huwa eżentat '*ipso iure*' milli jeżamina t-titolu fir-rigward tal-immobbli b'dana l-att akkwistat u l-klabb kif rappreżentat mill-uffiċjali tiegħu jiddikjaraw li jiena Nutar sottofirmat spjegajtilhom l-importanza u l-konsegwenzi ta' din l-eżenzjoni.

Għal fini tal-Att dwar Ir-Registrazzjoni tal-Artijiet Kapitlu mitejn sitta u disgħin (KAP. 296) tal-Liġijiet ta' Malta qiegħed jiġi ddikjarat illi l-propjeta' konċessa tinsab reġistrata u għalhekk l-utile dominium permezz ta' dan il-kuntratt ser jiġi rreġistrat.

Ir-rappreżentanti tal-klabb jiddikjaraw illi huma jikkwalifikaw li jakkwistaw l-propjeta' li qegħda tiġi trasferita aktar 'l fuq mingħajr bżonn ta' permess tal-akkwist ta' propjeta' immobbli minn persuni mhux residenti u li huma jiddikjaraw li ma humiex 'persuni mhux residenti' jew 'persuna fizika' għall-iskop tal-Kapitolu mitejn sitta u erbgħin (KAP. 246) tal-Liġijiet ta' Malta, u l-immobbli akkwistati huma meħtieġa, għal fini tat-twertiq tal-attività li twaqqfet għaliha. Din id-dikjarazzjoni qegħda ssir wara li jien Nutar sottofirmat spjegajtilhom l-importanza tagħha skont il-Liġi.

Għall-finijiet tal-Att dwar it-Taxxa fuq Dokumenti u Trasferimenti, Kapitlu tlett mija erbgħa u sittin (KAP.364) tal-Liġijiet ta' Malta jiġi ddikjarat illi:

(a) Il-propjeta' hawn fuq konċessa b'titolu ta' ċens temporanju permezz ta' dan l-Att ippreveniet lill-*SportMalta* mill-Gvern ta' Malta b'seħħ mill-ewwel (1) ta' Ottubru tas-sena elfejn u għaxra (2010) permezz ta' Avviż Legali numru tnejn u erbgħin tas-sena elfejn u hdax (A.L. 42 tal-2011).



(b) Illi l-ebda taxxa fuq Dokumenti mhi dovuta mill-Klabb fuq dan l-Att kif jirriżulta mill-anness dokument mafruġ mill-Ministeru Għall-Finanzi u mmarkat bl-ittra 'B'.

Għall-fini ta' l-Att dwar l-Amministrazzjoni tat-Taxxa Kapitu tlett mija tnejn u sebghin (KAP. 372) u tal-Att Dwar it-Taxxa fuq id-Dhul, Kapitu mija u tlieta u għoxrin (KAP. 123) tal-Liġijiet ta' Malta:

1. *SportMalta* u l-klabb qed jiddikjaraw lili Nutar sottofirmat il-fatti kollha li jiddeterminaw jekk it-trasferiment huwa wiehed fejn l-Artikolu hamsa ittra A (5A) japplika u li huma relevanti biex jaċċertaw l-ammont proprju tat-taxxa dovuta jew xi eżenzjoni, inkluż il-valur li, fl-opinjoni tagħhom, jirrifletti b'mod raġonevoli l-valur fis-suq miftuħ tal-imsemmija propjeta, jekk dan il-valur huwa iktar mill-prezz tat-trasferiment. *SportMalta* u l-Klabb għamlu din id-dikjarazzjoni wara li jiena Nutar iċċerzjorajthom dwar l-importanza tal-veraċita tad-dikjarazzjoni tagħhom.
2. A bażi tad-dikjarazzjonijiet magħmula fuq dan l-att u a bażi tal-artikolu numru erbgħa u tletin (34) tal-Att dwar l-Ispport Kapitu numru erba' mija hamsa u hamsin (455) tal-Liġijiet ta' Malta, *SportMalta* huwa eżenti mill-hlas tat-taxxa fuq il-Qliegħ Kapitali fuq dan l-Att.

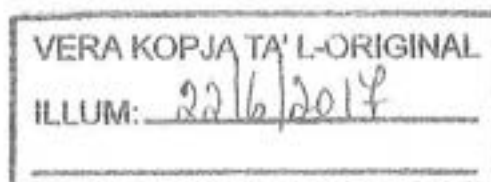
Għal kull buon fini tal-Liġi jiġi ddikjarat mill-partijiet li ċ-ċens annwu ta' mitejn u għaxar t'elef Ewro (€210,000) ġie stabilitt permezz ta' rapport ta' valutazzjoni imhejji mill-Perit William Lewis, liema rapport qed jiġi anness ma' dan l-Att u mmarkat bhala Dokument ittra 'C';

Għal finijiet tal-Avviż Legali numru tlett mija sitta u sebghin sbarra elfejn u tnax (A.L. 376/2012), qed jiġi anness ma' dan l-Att l-*Energy Performance Certificate* bir-referenza numru u ittra 'N' zero zero zero tnejn zero zero tlieta zero wiehed tnejn zero tmienja żbarra elfejn u hmistax (N 0002 00030 1208/2015), liema dokument huwa mmarkat bhala Dokument ittra 'D'.

Għall-finijiet tal-Att Dwar l-Ispport (Kap 455 tal-liġijiet ta' Malta), qed jiġi ddikjarat illi abbozz ta' dan il-ftehim ġie soġġett għall-approvazzjoni tal-Kamra tad-Deputati, skont l-istess liġi u ċioe' il-Ministru qiegħed kopja ta' l-abbozz ta' dan l-Att fuq il-Mejda tal-Kamra fejn thalla għall-iskrutinju tad-Deputati għal perjodu ta' tmienja u għoxrin (28) ġurnata. F'dan il-perjodu il-Kamra tad-Deputati m'ogġezzjonatx għall-iffirmar u konkluzjoni ta' dan l-Att u għaldaqstant, galadarba dan l-Att jiġi ffirmat u ppubblikat, ikun għall-fini ta' l-Att Dwar l-Ispport (Kat 455), ikun jorbot lill-partijiet u jkun validu skont il-liġi.

Magħmul, moqri u ppublikat wara d-debita ċerzjorazzjoni skont il-liġi
f'Malta, fl-Uffiċċju tan-Nutar tal-Gvern, numru tnejn żbarra tlieta (2/3),
fi Triq Mikiel Anton Vassalli, l-Belt Valletta.

(Iffirmati)
Onor Dottor Luciano Busuttil
Keith Perry
Dottor Jean Paul Sammut
Elton Sant
Dottor Keith German
Nutar Ewlieni tal-Gvern





Sliema Wanderers Football Club


Affiliated to the Malta Football Association
Address: 21, Tower Road, Sliema (Malta) email: info@swfc.org

Board Resolution

During a committee meeting held today the 23rd September 2016 it was resolved that the Club will sign a contract of emphyteusis for a period of 49 years with *SportMalta* to acquire the temporary utile dominium for the said period with regards to club premises at Tigne Point, Sliema as described in Legal Notice 42 of the year 2011.

It was also resolved that as per Sliema Wanderers Football Club Statute, the signatories shall be the Club President Mr. Keith Perry, Hon Secretary Dr. Jean Paul Sammut and Treasurer Mr. Elton Sant.

Board members present for the meeting, in confirmation to the above:

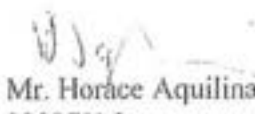

Mr. Keith Perry
12072M


Dr. Jean Paul Sammut
550079M



Mr. Kevin Bugeja
259571M


Mr. Elton Sant
218677M



Mr. Rupert Perry
140870M

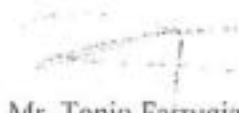

Mr. Horace Aquilina
338973M

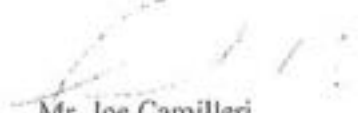

Dr. Clifton Grima
459683M



Mr. Godfrey Pace
875936M


Mr. Jean Claude Micallef
347187M


Mr. Andrea Zammit Tabona
235683M


Mr. Tonio Farrugia
255373M


Mr. Joe Camilleri
152477M


Mr. Charles Borg
883951M


Mr. Liam Camilleri
12179M

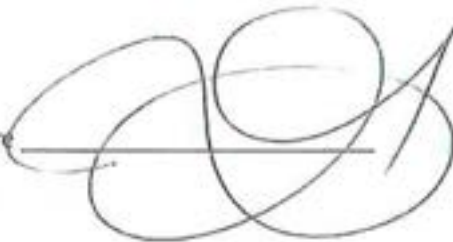
SCHEDULE 2 -SWFC - Commercialisation of Sports Facilities

Doc 10 Declaration by Audit Firm in accordance with regulation 4(4a)

I Beppe Muscat, the undersigned bearing ID number 146889M as duly authorised to make this declaration as a warranted auditor (warrant 11430) hereby confirm that the sports organisation Sliema Wanderers Football Club (the "Sports Organisation") has satisfied the requirements as referred to in regulation 4(4)(a) and that the information provided therein is complete, authentic, correct and in conformity with all the provisions of these regulations.

Date 27/12/2023

Signature

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke, positioned over a horizontal line.

SCHEDULE 3 -SWFC - Commercialisation of Sports Facilities

Doc 11

Business plan in accordance with regulation 4(4)(a)

Key performance indicators:

- The targeted yearly turnover
- The targeted overall jobs creation per year
- A monetary equivalent quantification of the yearly benefits to the sport organization

Sliema Wanderers Football Club

Business Plan

26 January 2024



Background of project

By virtue of a deed dated 15 June 2000, MIDI had acquired property at Tigné Point and Manoel Island from the Government of Malta under title of temporary emphyteusis for a period of 99 years commencing from 15 June 2000. Subsequently, MIDI granted a temporary sub-emphyteusis to Tigné Mall plc by virtue of the Sub-emphyteutical Deed dated 22 October 2010.

The Point is part of a mixed-use development on Tigné Point with a footprint of 9,735 sqm. The original planning application for the shopping mall was approved on 21 June 2002. Apart from the mall, Midi's application also covered the football pitch overlying the property, a trunk road, a supermarket, 5-a-side pitches and other club facilities together with the underlying basement parking levels.



The building of the football pitch and ancillary sports facilities was an integral part of the terms and conditions of the sub-emphyteutical grant. In this regard, the Government of Malta, back in the year 2000, by means of a private writing had already reached an agreement with Sliema Wanderers Football Club to transfer to the Club the area currently occupied by the Club pursuant to the emphyteutical grant. Upon completion, the aforementioned football pitch and ancillary sports facilities were transferred back to the Government of Malta by means of a public deed that took place on 20 August 2010 and subsequently transferred to the Club as had been agreed.

Market analysis

Shopping mall	Gross lettable area	Shop units	Opening
The Point Mall	15,000 sqm	52	2010
The Plaza Shopping Centre	4,000 sqm	50	1993
The Duke Mall	6,000 sqm	20	2008
Pama Shopping Centre and Pavi Shopping Centre	8,500 sqm	49	2016
Bay Street Shopping Centre	11,000 sqm	40	2000
Daniel's Mall	8,000 sqm	20	2014
Centre Parc	12,000 sqm	15	2019
Main Street Complex	4,000 sqm	15	2004
Mercury Towers	12,242 sqm	22	2023
Shoreline	14,100 sqm	44	2023

Active shopping malls in Malta

As indicated in the adjacent table, there are a number of shopping malls currently in operation in Malta, with the earliest establishment opening in 1993.

With the surge of Malta as touristic destination, the demand for shopping malls has increased and continue to increase. Hence, we note the opening of a number of shopping malls throughout the years; all of different sizes and with different number of units.

The highest quality with the most variety of shops available would be The Point Mall, followed by Center Parc. However, Mercury Towers and Shoreline are opening in Q4 2023.

In addition to this, the main high streets of Malta with retail and food & beverage are:

- Republic Street and Merchants Street in Valletta
- Tower Road, Bisazza Street and the Strand in Sliema
- St. Julian's and Paceville

Profile of Operator: D Shopping Malls Limited

D Shopping Malls Limited is a limited liability company incorporated, registered and operating in Malta under the Companies Act (Cap. 386 of the Laws of Malta), with company registration number C 87499. The company's principal activity is the ownership and management of the lease agreements within D Mall (marked as SWFC area in the slide overleaf) with Sliema Wanderers Football Club. The company also manages some areas within another shopping mall.

D Mall is situated within The Point shopping mall, Malta's most popular retail centre, occupies a prominent position at the heart of the mixed-use Tigné Point development.

D Shopping Malls Limited is owned by Dizz Group of Companies Limited. It has over 1,300 square metres of rentable retail space which include Calliope, Boggi, KIKO and Nespresso.



Overview of the property to be leased



Tigné Point Floor Plan

	Location		Area		Term
	Tigné Point, Sliema		3,043 sqm		Head lease with Sliema Wanderers Football Club for 57 years commencing upon date of signing between Sports Malta and SWFC

Lessor	Lessee	Start date	Term	Total area	Annual rent
Sliema Wanderers Football Club	D Shopping Malls Limited	The commencement date shall be the date on when the emphyteutical deed between Sports Malta and SWFC is signed	57 years	3,043 sqm	<ul style="list-style-type: none"> Rent payable as follows: <ul style="list-style-type: none"> Year 2025 – €230k Year 2026 – €371k Year 2027 – €371k Year 2028 – €371k Year 2029 onwards – 5% increment on the payment for the previous year and 5% increment every 3 years thereafter until termination



Financial performance – Regulation 4(4)(a)

Key Performance Indicators – Commercial activity

€871k

Targeted yearly turnover

40

Targeted overall job creation to be maintained over the period of the project

Key Performance Indicators – Sliema Wanderers Football Club

- Year 2025 – €230k
- Year 2026 to 2028 – €371k
- Year 2029 onwards – 5% increment on the payment for the previous year and 5% increment every 3 years thereafter until termination

€7.4M

n/a

Targeted yearly turnover

Initial investment

Payment to SWFC: €5.4m
Development of asset: €2.9m

Targeted overall yearly job creation

Annual turnover

Rate paid	Area (sqm)	Turnover (€'000)
€550/sqm	1,115	613
€430/sqm	412	177
Total	1,526	790
Additional revenue		
circ. €50/sqm	1,517	81
Total	3,043	871

The rates listed above have been agreed with the tenants of D Malls and shall remain constant for the next 15 years. Hence, these have been assumed as the targeted yearly turnover of the commercial activity.

The average rate per square meter charged is €548 which is approximately the same rate as currently charged by Tigné Point, the most comparable shopping mall.

Comparable premises

	Rate (€/sqm)
Tigné Point	567
Main Street	197
Centerparc	186

Source: 1. GT analysis; 2. Financial Statements of Tigné Mall p.l.c.; 3. Financial Statements of Main Street Complex p.l.c.; 4. TUM finance plc prospectus

Benefit to Sliema Wanderers Football Club

As indicated above, the benefit of commercializing part of the property is:

A clear opportunity for the creation of jobs through the commercial activities of the shopping mall; and

an opportunity for Sliema Wanderers Football Club (SWFC) to generate passive income through annual rent (upfront or during the year).

By engaging a third-party, the burden of carrying out the commercial activity of operating a shopping mall is shifted. The benefit of generating passive income is that SWFC will not lose focus on its primary objective of running its football club.

Financial performance – Regulation 4(4)(a)

Financial considerations – Commercial activity

€7.4M

Expenses incurred to date (directly to SWFC or investment undertaken by D Shopping Malls Limited)

Payment to SWFC: €5.4m
Development of asset: €2.0m

€4.0M

€3.4M

Financing of expenses

Bond issued by D Shopping Malls Finance plc

Internal funds

SCHEDULE 3 -SWFC - Commercialisation of Sports Facilities


Doc 12

Documents proving that all natural persons forming part of the committee of the sports organisation fulfil the criteria set out in regulation 7(3).

I Beppe Muscat, the undersigned bearing ID number 146889M as duly authorised to make this declaration as a warranted auditor (warrant 11430) hereby confirm that all natural persons forming part of the committee of the sports organisation fulfil the criteria set out in regulation 7(3), as prescribed by regulation 4(4)(c) of the Commercialisation of Sports Facilities Regulations (Subsidiary Legislation 455.12).

Date 27/12/2023

Signature

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

SCHEDULE 3 -SWFC - Commercialisation of Sports Facilities

Doc 13

Full development permits according to law.

D-Shopping Malls Ltd Attn:Ms Diane Izzo

Date: 28 October 2019
Our Ref: PA/05934/19

Application Number: PA/05934/19
Application Type: Full development permission
Date Received: 22 April 2019
Approved Documents: PA 5934/19/1a - Site Plan
PA 5934/19/68a - Approved and Proposed Ground Floor Level
(+16.64 FFL)
PA 5934/19/68b - Approved and Proposed Basement Level (+13.54
FFL)
PA 5934/19/68c - Approved and Proposed Section and Elevation

Supporting Documents
PA 5934/19/23a - Engineer's Report
PA 5934/19/56a - Superintendence of Cultural Heritage (SCH)
PA 5934/19/60a -Water Services Corporation (WSC)

Location: Site at, Level 0 and Level -1, Sliema Wanderers FC, Triq Tigne c/w,
Triq Censu Xerri, Sliema
Proposal: Proposed change of use from sports facilities to retail (class 4B) and
office (class 4A), formation of internal mezzanine level, internal
connection to existing shopping mall and shopfronts including signage
onto Triq Tigne (behind loggia)

Development Planning Act, 2016 Full Development Permission

The Planning Authority hereby grants development permission in accordance with the application and documents described above, subject to the following conditions:

1 Conditions Imposed by Other Entities

The architect/applicant is required to contact the following entities throughout the implementation of the development hereby approved, to ensure conformity with the imposed conditions. A copy of the relative correspondence / clearance shall be submitted to the Planning Authority accordingly.

a) The conditions imposed and enforced by the Superintendence of Cultural Heritage (SCH) are at supporting document PA 5934/19/56a.

b) The conditions imposed and enforced by the Water Services Corporation (WSC) are at

PA/05934/19

Print Date: 14/11/2019

supporting document PA 5934/19/60a.

2 Final Compliance Certification

The development hereby permitted shall be subject to Final Compliance (Completion) Certification, verifying that the development has been carried out in full accordance with the approved drawings, documents and conditions imposed in this development permission, except where such conditions are enforced by other entities. Prior to the issue of any compliance certificate on any part of this development, the applicant shall submit to the Planning Authority, in relation to that part of the building:

(i) Clearance from the Commission for the Rights of Persons with Disability (CRPD) verifying that the development fully satisfies the accessibility standards and/or any conditions imposed by them.

Note: Should a partial compliance certificate be requested, a Bank Guarantee of EUR 10,000 shall apply to ensure that CRPD clearance is obtained.

(ii) Certification from a qualified engineer confirming that the development fully satisfies the requirements specified in supporting document PA 5934/19/23a.

(iii) Clearance from Enemalta (ENE) verifying that the development fully satisfies the energy requirements and/or any conditions imposed by them.

(iv) Clearance from the Environmental Health Directorate (EHD) verifying that the development fully satisfies all health requirements and/or any conditions imposed by them.

(v) Clearance from Transport Malta (TM) verifying that the development fully satisfies the loading and unloading requirements and/or any conditions imposed by them.

- 3 To make up for the shortfall in parking provision of **8 parking spaces**, this development permission is subject to a contribution amounting to the sum of **€ 41,000** in favour of the Planning Authority's Commuted Parking Payment Scheme for the locality within which the site is located. The contribution shall be utilised as required and directed by the Planning Authority.

4 Standard Conditions for General Full Applications

a) This development permission is valid for a period of FIVE YEARS from the date of publication of the decision in the press but will cease to be valid if the development is not completed by the end of this validity period.

b) This permission relates only to the development as specifically indicated on the approved drawings. This permission does not sanction any other illegal development that may exist on the site.

c) A Commencement Notice is to be submitted to the Planning Authority, by the perit on behalf of the applicant, at least FIVE DAYS prior to the date of commencement of works

or utilisation of the permission. Failure to submit the Commencement Notice (with all fields correctly completed) or failure to submit it within the required timeframe shall invalidate the Notice and shall result in the imposition of fines according to Schedule D of Legal Notice 277 of 2012, or its amendments, or its replacements. In addition, if the applicant fails to submit the Commencement Notice or the Commencement Notice submitted is invalid, the relative permission shall be considered as never having been utilised - Article 72(4) of the Development Planning Act (2016).

d) Copies of all approved drawings and documents shall be available for inspection on site by Planning Authority officers at all reasonable times.

e) The development shall be carried out in complete accordance with the approved drawings, documents and conditions of this permission. Where a matter is not specified, then the conditions of this permission and of Development Control Design Policy, Guidance and Standards 2015 shall apply.

f) Before any part of the development hereby permitted commences, the enclosed green copy of this development permission shall be displayed on the site. This must be mounted on a notice board, suitably protected from the weather and located not more than 2 metres above ground level at a point on the site boundary where it is clearly visible and can be easily read from the street. The copy of the permission must be maintained in a good condition and it shall remain displayed on the site until the works are completed.

g) All building works shall be erected in accordance with the official alignment and official/existing finished road levels as set out on site by the Planning Authority's Land Surveyor. A Setting Out Request must be submitted to the Land Survey Unit of the Planning Authority, prior to the commencement of works on site, when the setting out of the alignment and levels is required.

h) Where an officially schemed street, within the development zone, bordering the site is unopened or unformed, it shall be opened up and brought up to its proper, approved and official formation levels prior to the commencement of any development hereby being permitted.

i) It is the responsibility of the permit holder to ensure that development is carried out in accordance with the provisions of the Environmental Management Construction Site Regulations, Legal Notice 295 of 2007 (or subsequent amendments). Any hoarding shall be erected in accordance with Schedule 2 of the same Regulations.

j) New development on vacant or redeveloped sites shall be provided with a water cistern to store rainwater run-off as required by the Energy Performance of Buildings Regulations (2012) [published through Legal Notice 376 of 2012 and any amendments thereto].

k) No steps, ramps or street furniture are to be constructed on or encroached onto the public pavement or road.

l) Any doors and windows, the lower edge of which is less than 2m above road level, and any gates shall not open outwards onto a public pavement or road.

m) Where present, window grilles (including 'pregnant' windows), sills, planters and other similar elements which are part of or fixed to the facade of buildings, the lower edge of which is less than 2 metres above road level, shall not project more than 0.15 metres from the facade over a public pavement or street.

- n) Air conditioning units shall not be located on the facades of the building which are visible from the street or a public space.
- o) There shall be no service pipes, cables or wires visible on the front elevation or on any other elevations of the building which are visible from the street or public space.
- p) Any approved stores shall be used for domestic storage only and shall not be segregated from the rest of the building.

5 Additional Conditions for Inside Scheme and Design Priority Areas

- a) The façade of the building shall be constructed in local un-rendered and unpainted stone, except where other materials/finishes are indicated on the approved drawings.
- b) All the apertures and balconies located on the façade of the building shall not be in gold, silver or bronze aluminium.
- c) The height of the services on the roof of the building shall not extend beyond the approved height of the uppermost parapet wall.

6 Additional Conditions Limiting Commercial Use

The approved premises shall be used as indicated on the approved drawings or as limited by any condition of this permission. If a change of use is permitted through the Development Planning (Use Classes) Order, 2014 (or its subsequent amendments), and it is not restricted by a condition of this permission, approval from the Commission for the Rights of Persons with Disability may still be required. Reference needs to be made to PA Circular 3/10 (with the exception of Appendix A), PA Circular 2/14 and their subsequent amendments.

7 Conditions imposed and enforced by other entities

A. Where construction activity is involved:

(a) the applicant shall:

(i) **Appoint a Project Supervisor for the Design Stage and a Project Supervisor for the Construction Stage** and any such appointment shall be terminated, changed or renewed as necessary. The same person may be appointed to act as project supervisor for both the design and construction stage, if that person is competent to undertake the duties involved and

(ii) **Keep a health and safety file** prepared by the Project Supervisor for the Design Stage.

(b) When the construction works related to this application are scheduled to last longer than thirty working days and on which more than twenty workers are occupied

simultaneously, or on which the volume of work is scheduled to exceed five hundred person-days, the project supervisor shall communicate a prior notice to the Occupational Health and Safety Authority (OHSA) at least four calendar weeks before commencement of works.

(c) The Project Supervisor for the Design Stage shall draw up a health and safety plan which sets out the occupational health and safety rules applicable to the construction activities concerned, outlining the measures to ensure cooperation between different contractors and shall also include specific measures concerning occupational risks that may be present at this site.

B. Where the development concerns a change of use to a place of work, the applicant shall obtain a Perit's declaration that the building conforms to the requirements of LN 44 of 2002.

C. Where the development concerns a place of work:

The applicant shall:

(i) obtain a Perit's declaration that the necessary requirements arising out of LN 44 of 2002 have been included in the plans and drawings; and

(ii) obtain a Perit's declaration that the building conforms to the requirements of LN 44 of 2002.

D. The development is to strictly adhere to the 'Design Guidelines on fire safety for buildings in Malta' to ensure that all Fire Safety measures and provisions are addressed as indicated in the Design Guidelines on Fire Safety for Buildings in Malta, published by the DCID in 2004, (or other relevant standard, provided it is approved by the Civil Protection Department), Policies, and the Laws and Regulations of Malta.

E. Prior to laying of water and wastewater services in the road, the development shall comply with the requirements of Legal Notice 29/10 Part III (Roads in inhabited Areas) Clause 12.

F. In the event of an accidental discovery in the course of approved works, any cultural heritage feature discovered should not be damaged or disturbed and the Superintendence is to be immediately informed of such discovery. Any cultural heritage features discovered are to be investigated, evaluated and protected in line with the Cultural Heritage Act 2002 (CAP 445). The discovery of cultural heritage features may require the amendment of approved plans.

In terms of Article 72(3) of the Development Planning Act, 2016, the execution and validity of this permission is automatically temporarily suspended and no works as approved by the said development permission may commence before the lapse of the time period established in Article 13 of the Environment and Planning Review Tribunal Act and subsequently will remain so suspended if the Tribunal so decides in accordance with the Environment and Planning Review Tribunal Act.

Where the approved drawings and/or documents are dimensioned, then the declared dimensions shall prevail over the actual size as depicted on the approved drawings and/or documents.

Developers are advised to check the invert level to the sewer main with the Water Services Corporation as they would have to make their own arrangements where a gravity service connection is not possible. In these cases, the architect has to indicate the solutions envisaged and to indicate on the plan what needs to be carried out and obtain approval from WSC. Developers are further reminded that connection of storm water into main sewers is not allowed.

If the declaration of ownership, as contained in the application form, is determined as incorrect by a Court of Law, then the said Court of Law can declare this development permission as null and void. This development permission does not remove or replace the need to obtain the consent of the land/building owner to this development before it is carried out. Furthermore, it does not imply that consent will necessarily be forthcoming nor does it bind the land/building owner to agree to this development. Where the land/building is owned or administered by the Government of Malta a specific clearance and agreement must be obtained for this development from the Land and/or Estate Management Departments.

This development permission is granted saving third party rights. This permission does not exonerate the applicant from obtaining any other necessary permission, license, clearance or approval required from any Government department, local council, agency or authority, as required by any law or regulation.

This development permit does not authorise any storage of substances listed in Occupational Health and Safety Authority Act (Cap. 424) - Control of Major Accident Hazards Regulations, 2003, as amended, in quantities that would render this site an establishment within scope of these regulations. The storage and handling of said substances may require a new or amended development permission in line with current policies and regulations.

For any non-residential uses hereby being approved, prior to commencement of any works on site or any eventual permitted change of use, the applicant shall be required to contact the Environment and Resources Authority to obtain any necessary operational permit or registration. This requirement does not apply to Class 2B, 2C, 4A and 4B uses as listed in the Development Planning (Use Classes) Order 2014, or its subsequent amendments.

This decision is being published on 6 November 2019.

Lorna Vella
Secretary Planning Commission
Within Development Scheme

Notes to Applicant and Perit

Right for reconsideration

Where applicable, you have a right to submit a request for reconsideration to the Authority in terms of regulation 14 of Legal Notice 162 of 2016.

Right for appeal

You have a right to submit an appeal, against the decision, to the Environment and Planning Review Tribunal in terms of Article 13 of the Environment and Planning Review Tribunal Act, 2016.

Time limits

Requests for reconsideration or appeals must be made within 30 days from the publication of the decision notification in the local press as required by regulation 14(1) of Legal Notice 162 of 2016.

Fees to submit a request for reconsideration or appeal

In either case, there is a fee to be paid which should accompany the request for reconsideration or the appeal. The fees are as follows:

For reconsideration - 3% of the Development Permit Fee paid in respect of the original application, subject to a minimum of €69.88.

For appeal - 5% of DPF (Development Permit Fee) paid in respect of the original application, subject to a minimum of €150 + €50 administrative fee (LN 112 of 2016).

Submission of request for reconsideration or appeal

With regards to requests for reconsideration, Form PA 4/16 must be used for submission. All fields of the Form must be filled in as appropriate. Requests for reconsideration can only be submitted electronically.

With regards to appeals, as required by Article 13 of the Environment and Planning Review Tribunal Act, 2016, the submission must include the detailed grounds for appeal and the requests being made by the appellant. Appeals must be submitted physically at the offices of the Environment and Planning Review Tribunal, St. Francis Ditch, Floriana.

Important Notice

In view of the provisions of Article 72(4) of the Development Planning Act (2016), a Commencement Notice is to be submitted to the Planning Authority, by the perit on behalf of the applicant, at least FIVE DAYS prior to the date of commencement of works or utilisation of the permission. Failure to submit the Commencement Notice (with all fields correctly completed) or failure to submit it within the required timeframe shall invalidate the Notice and shall result in the imposition of fines according to Schedule D of Legal Notice 277 of 2012, or its amendments, or its replacements. In addition, if the applicant fails to submit the Commencement Notice or the Commencement Notice submitted is invalid, the relative permission shall be considered as never having been utilised.

-PACCN-

SCHEDULE 3 -SWFC - Commercialisation of Sports Facilities

Doc 14

Confirmation that the project is intended to lead to the infrastructural, financial and sportive growth of the sports organisation.

I Beppe Muscat, the undersigned bearing ID number 146889M as duly authorised to make this declaration as a warranted auditor (warrant 11430) hereby confirm that, as set out in regulation 4(5)(a) of the Commercialisation of Sports Facilities Regulations (Subsidiary legislation 455.12), the project, consisting of D Malls, is fully developed and going forward shall lead to the financial and sportive growth of the sports organisation; Sliema Wanderers Football Club.

Date 27/12/2023

Signature

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SCHEDULE 3 -SWFC - Commercialisation of Sports Facilities

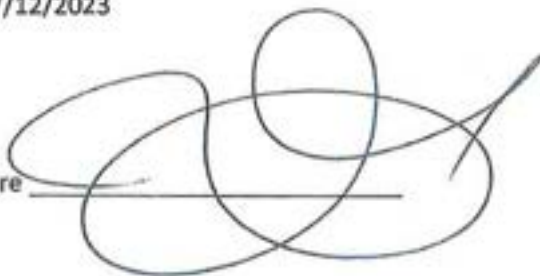
Doc 15

Confirmation that the timeframes proposed are realistic.

I Beppe Muscat, the undersigned bearing ID number 146889M as duly authorised to make this declaration as a warranted auditor (warrant 11430) hereby confirm that, as set out in regulation 4(5)(b) of the Commercialisation of Sports Facilities Regulations (Subsidiary legislation 455.12), the proposed timeframes for the project are realistic, given that the project is developed and operational.

Date 27/12/2023

Signature _____

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke at the end, written over a horizontal line.

SCHEDULE 3 -SWFC - Commercialisation of Sports Facilities

Doc 16

Evaluation on whether the sports organization and, or third party operator are financially capable to start the commercial activity and whether they are financially viable to manage and sustain a prolonged commercial operation.

I Beppe Muscat, the undersigned bearing ID number 146889M as duly authorised to make this declaration as a warranted auditor (warrant 11430) hereby confirm that, as set out in regulation 4(5)(c) of the Commercialisation of Sports Facilities Regulations (Subsidiary legislation 455.12), the third-party operator is financially capable to start the commercial activity and is also financially viable to manage and sustain a prolonged commercial operation.

Date 27/12/2023

Signature

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, written over a horizontal line.

SCHEDULE 3 -SWFC - Commercialisation of Sports Facilities

Doc 17

Authenticated copy of all contracts concluded with third parties.

Lease Agreement entered into today the 22 of March of the year two thousand and twenty-four (2024), by and between: -

On the First Part,

Sliema Wanderers Football Club of 21, Tower Rd., Sliema duly registered in accordance with the Law with Sports Malta and the Malta Football Association, hereinafter represented by Club President, Mr. Keith Perry holder of identity card number 12072M, Secretary Mr. Alex Muscat holder of identity card number 24385M and Club Treasurer Dr Kris Busietta holder of identity card number 538477M, as duly authorized by the Statute of Sliema Wanderers FC;

Hereinafter referred to as the "Lessor"

On the Second Part,

D Shopping Malls Limited, limited liability company registered under the laws of Malta with number C 87499, with registered office at DIZZ Buildings, Triq il-Harruba, Santa Venera SVR 1700, represented hereon by Mrs Diane Izzo, holder of identity card number 407077M, director, as duly authorized;

Hereinafter referred to as the "Lessee"

The Lessor and the Lessee shall hereinafter jointly be referred to as the "Parties" and each as a "Party", as the context may require.

WHEREAS

- i. The Lessor currently occupies the sports complex forming part of the MIDI Complex in Tigne', Sliema, known as the "*Sliema Wanderers Sports Complex, Tigne Complex, Sliema*" comprising of a football pitch and ancillary facilities having a total area of eleven thousand five hundred and ninety six square meters (11,596 m²) (the "**Complex**") by virtue of an emphyteutical deed dated 5th May 2017 for a period of forty-nine (49) years;
- ii. The Lessor is currently awaiting formal authorisation from SportMalta for the commercialisation of an area within the Complex pursuant to the Commercialisation of Sports Facilities Regulations (L.N. 455.12), following which the Lessor shall enter into a deed of temporary emphyteusis for a period of sixty-five (65) years over the Complex;
- iii. The Lessee submitted a proposal to the Lessor for the renting out parts of the commercialised area within the Complex for its commercial purposes, and the Lessor, following evaluation of offers, has accepted the Lessee's offer;

Page 1 of 2



Pagna 70 minn 182

CG

- iv. The Parties are now desirous of entering into a binding Lease Agreement subject to the necessary authorisation granted by the Commercial Sports Facilities Commission;

THAT PREMISED, the Lessor grants in favour of the Lessee, who accepts, by title of lease, the areas within the Complex intended for commercial use which are shaded in blue on the attached plans marked as "Document 1" and "Document 2", measuring approximately three thousand and forty three square metres (3,043m²) across groundfloor level (0) and level minus one (-1) (the "Leased Areas" and / or the "Premises") under the following terms and conditions:-

Article 1 – TERM

- 1.1 This Lease shall only commence and come into force on the day when the Lessor shall execute the deed with SportMalta for the temporary emphyteusis over the Complex for a term of sixty-five (65) years ("Commencement Date") and shall run until the 31st December 2036 (the "Original Term")
- 1.2 Following the expiration of the Original Term, the lease shall automatically be extended by three (3) further periods each being of fifteen (15) years (the "Extended Term"), unless the Lessee unilaterally opts not to extend such lease by sending a notice in writing to the Lessor to such effect by not later than six (6) months prior to the end of the Original Term or any Extended Term.
- 1.3 The Lessor warrants in favour of the Lessee that it shall inform the Lessee in writing of the execution of the deed with SportMalta by not later than five (5) days from the date of signing of such emphyteutical deed.
- 1.4 For the avoidance of doubt, the Parties acknowledge and agree that this is a contract of Lease and any extension or renewal of this contract, shall be construed as an extension of such Lease. The Parties are hereby declaring that this Lease shall not be construed and / or converted in any way or manner into an emphyteutical concession.
- 1.5 The Lessee acknowledges and agrees that it shall immediately vacate the Premises upon the termination of the Lease, whether upon the expiry of the Term or prematurely in terms of this Agreement or pursuant to any provisions of the law, and return such Premises to the Lessor in a clean and good state of maintenance and repair, saving fair wear and tear.



Article 2 - PERMITTED USE

- 2.1 The Parties agree that the Lessee shall use the Premises for its commercial purposes as the Lessee shall deem fit. Provided that, should the Lessee wish to use the Premises, or any part thereof, for catering purposes, it shall require the prior written approval of the Lessor.
- 2.2 The Lessee shall be responsible for the obtaining of any necessary permits and / or licenses related to any commercial operations carried out from such Premises.
- 2.3 The Lessee shall have the right to affix and / or place any distinguishing signs, marks, colours, advertising material, decoration or lettering on any exterior wall, façade, doors, windows and / or apertures of the Premises as may be reasonably determined by the Lessee.

Article 3 - RENT AND OTHER PAYMENTS

- 3.1 The Parties agree that for the signing of this Agreement, the Lessee shall pay a consideration of five million four hundred and three thousand euros (€5,403,000), of which the amount of four million eight hundred and forty seven thousand one hundred and seventeen euros and sixty eight cents (€4,847,117.68) has, up to the thirty first (31st) day of December of the year two thousand twenty three (2023), already been paid by the Lessee, and the Lessor confirms receipt. The balance of five hundred and fifty five thousand eight hundred and eighty two euro and thirty two cents (€555,882.32) shall be paid by the Lessee to the Lessor by not later than the tenth (10th) day of July of the year two thousand twenty four (2024).
- 3.2 The rent payable by the Lessee in favour of the Lessor for the lease of the Premises shall be as provided hereunder:

Year 2025 - €230,000

Year 2026 - €371,250

Year 2027 - €371,250

Year 2028 - €371,250

Year 2029 - 5% increment on the payment for Year 2028

5 % increment every three (3) years thereafter commencing on 1st January 2032 until termination

Provided that the Rent shall be paid in quarterly instalments in advance.



Provided further that in the event that the Commencement Date is a date prior to the first (1st) day of January of the year two thousand twenty five (2025), the consideration for signing shall cover any rent up to the thirty-first (31st) December of the year two thousand twenty four (2024).

Provided further that in the event that the Commencement Date is a date after the first (1st) day of January of the year two thousand and twenty five (2025) the rent payments shall be calculated proportionately.

Provided further that in the event that the Lessee shall use or permit the use of the leased area at Level -1 as a retail outlet offering goods and/or services for sale to the general public or for any other commercial activity, the rent payable by the Lessee shall increase by a further thirty thousand Euro (€30,000) per annum over and above the rent referred to in Clause 3.2 of this Agreement and any future calculations of rent and increases thereof shall be calculated and adjusted accordingly.

Provided further that as from 28th July 2023 and limitedly for a period of two (2) years from such date, an amount of twenty-five thousand euro (€25,000) per annum shall be waived by the Lessor from the rent due referred to in Clause 3.2 of this Agreement.

3.3 Amounts indicated above are exclusive of Value Added Tax, where applicable.

Article 4 – CONDITION OF THE LEASED PREMISES, WORKS AND MAINTENANCE

- 4.1 The Premises are being leased by in a finished state, *talē quale* as seen and accepted by the Lessee.
- 4.2 The Parties agree that during the Original Term or any extended term thereafter, any routine and ordinary maintenance to the Leased Areas shall be responsibility of the Lessee, while any extra-ordinary repairs including those involving structural works shall be the responsibility of the Lessor, unless occasioned by any action of the Lessee.

Article 5 – UTILITIES

- 5.1 The Parties agree that water and electricity meters servicing the Leased Areas shall be registered in the Lessee's name throughout the duration of the lease. Consequently, the Lessee shall be responsible for payment of all relative bills in a timely manner.

Provided that at the termination of the lease, the Parties agree that the account relative to the water and electricity meters servicing the Leased Areas shall be transferred unto the Lessor.



Article 6 – ACCESS TO THE LEASED AREAS

- 6.1 The Lessor warrants in favour of the Lessee that any access to the Leased Areas from within the Lessor's property shall remain unfettered and unobstructed.
- 6.2 The Lessee hereby refers and acknowledges that there is an Enemalta Substation on the Premises and hereby irrevocably renounces to any claims or whatsoever nature, directly or indirectly, related or connected to or effecting the Lease Agreement as a result of the said Enemalta substation, including but not limited to any claims for damages due to a reduced square meterage of the Premises. The Lessor shall be entitled to unobstructed access to the Enemalta Substation and meter room and use thereof.
- 6.3 The Lessee further acknowledges that it shall be allowing the Lessor to make use of a shaft marked in pink on the attached document marked as Doc SW2 and SW3 at both the ground floor level and at level -1 of the Leased Areas.

Article 7 - ASSIGNMENT AND SUBLETTING

- 7.1 The Lessee shall have the unilateral right of subletting the whole or part of the Leased Areas, or assign the lease, in whole or in part, in favour of third parties. Provided that any transfer of any rights emerging from this agreement to any other company with the same majority shareholding or controlling shareholding of the Lessee shall not be deemed to be a sub-lease or an assignment in terms of this agreement.
- 7.2 The Parties agree that areas which may be sub-let to third parties shall not be used for catering purposes unless the Lessor gives prior written approval.
- 7.3 The Parties agree that, without prejudice to 7.1 above, should the Lessee assign this agreement, in whole, to third parties whose majority shareholding or controlling shareholding is different from that of the Lessee, the Lessee shall pay the Lessor a one-time payment of three hundred and fifty thousand Euros (€350,000).

Article 8 - LIABILITY, INSURANCE AND INDEMNITY

- 8.1 At all times during the Term of this lease, the Lessee shall keep in full force and effect, at its sole expense, a policy of public liability insurance with a reputable insurance company, for adequate insurance cover with respect to the Premises and business of the Lessee to cover any bodily injury or death to any person and/or any damage to, or loss of, property, including adjacent third party property, arising out of one event but unlimited during the period of insurance.



- 8.2 The Lessee shall insure, and keep insured throughout the duration of this lease, the Premises and all and any furnishings and fittings in the Premises for their full replacement value. The Lessee shall also maintain in full force and effect, throughout the Term, an employers' liability insurance and any other insurance, which is mandatory in terms of applicable law. The Lessee shall forward to the Lessor a copy of the certificate of insurance or similar evidence of such insurance having been affected and maintained in force and of every renewal of same.
- 8.3 The Lessee shall indemnify the Lessor and hold the Lessor harmless from and against any and all claims arising from the Lessee's use of the Premises and from the conduct of Lessee's business, or from any activity, work or thing done, act and/or omission permitted or suffered by Lessee in or about the Premises arising from the fraud, wilful misconduct or negligence of the Lessee.
- 8.4 The Lessee shall further indemnify Lessor and hold Lessor harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Agreement, or arising from any negligence of Lessee's principals, agents, contractors, employees, customers, business invitees and guests, and from and against all reasonable costs, taxed advocates fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.
- 8.5 The Lessee shall throughout the currency of the lease, promptly notify the Lessor and the insurance company of any happening or occurrence, which may give rise to a claim under any of the existing policies. Such advice is to reach the Lessor's address and the Insurance company in writing within seven (7) working days of the happening or occurrence, failing which the Lessee shall without prejudice to any right pertaining to the Lessor, in terms of the agreement or by law, be exclusively responsible for any losses or other damages or expenses which may ensue from the total or partial repudiation of any claim resulting from the delay in giving such notice.
- 8.6 The Lessee warrants in favour of the Lessor that it shall observe and abide by all provisions of the Commercialisation of Sports Facilities Regulations (S.L 455.12), and with all terms imposed by the Commercial Sports Facilities Commission.
- 8.7 The Lessee also declares that it shall be jointly responsible with the Lessor vis-à-vis SportMalta for the operation of commercial areas subject to this lease.



The page contains four handwritten signatures in blue ink. From left to right: a stylized signature with a large loop, a signature that appears to be 'V.R.', a signature with a large circle and a diagonal slash, and a signature that appears to be 'A. M...'.

Article 9 - BREACH AND TERMINATION

9.1 In the event where the Lessee is in default or in breach of any provision of this Agreement, including the Lessee's obligation to pay rent in accordance with the terms of this Agreement, the Lessor may, if such breach is not rectified within sixty (60) days from the Lessee's receipt of a judicial letter requesting the Lessee to rectify the breach therein detailed, demand that the Lessee vacates the Premises.

Article 10 - NOTICES

10.1 Any notice required or permitted to be given hereunder, shall be in writing and may be served by e-mail or by registered post at the addresses indicated in the top part of this Agreement. Any such notice shall be effective upon delivery. Either Party may, by notice to the other Party, at any time and from time to time, designate a different address to which notices shall be sent.

Article 11 – CONFIDENTIALITY AND NON-DISCLOSURE

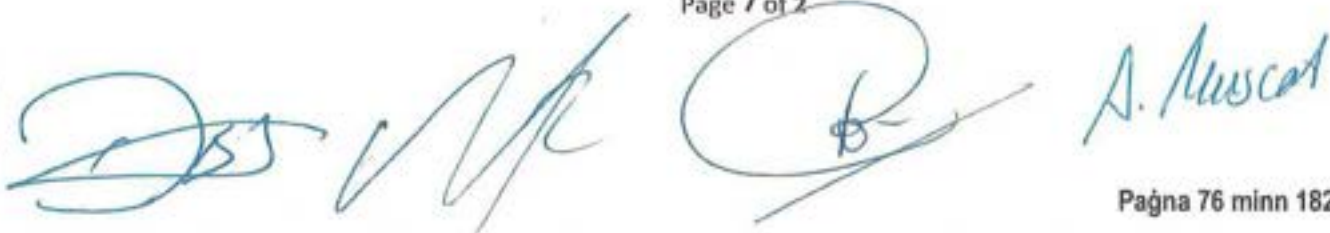
11.1 The Parties agree that any and all information and documentation about a Party or its related entities, officials, agents, representatives, employees or personnel, which either Party may have imparted and / or disclosed from time to time to the other Party, or information which one Party may have become aware of relating to the other Party, in the course of this Agreement and any negotiations, or other agreements, leading up to it strictly confidential information which shall not be disclosed to any third party without the express written consent of the other Party.

Article 12: SOLE AGREEMENT – SUBSEQUENT AMENDMENTS

12.1 This Agreement contains all agreements, pacts, covenants or understandings of the Parties with respect to any matter mentioned herein. No prior agreements, pacts, covenants or understandings pertaining to any such matter shall be effective or operative.

12.2 This Agreement may not be varied, altered, modified or otherwise changed unless such variation, alteration, modification or other change is in writing and signed by or in the name and on behalf of all the interested Parties at the time of the variation, alteration, modification or change.

Article 13: SEVERABILITY

The image shows four handwritten signatures in blue ink. From left to right: a stylized signature, a signature that appears to be 'M', a signature that appears to be 'B', and a signature that reads 'A. Muscat'.

13.1 In the event that any of the rules, terms, provisions or conditions of this Agreement are determined by any competent court or tribunal to be invalid, unlawful or unenforceable to any extent, such provisions, terms or conditions shall be severed from the remaining rules, terms, provisions or conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.


Article 14: LAW AND JURISDICTION

14.1 The Parties agree that this Agreement shall be interpreted and construed in accordance with the laws of the Republic of Malta, and subject to the exclusive jurisdiction of the Maltese courts.

Signed.



Mr Keith Perry
President



Mr Alex Muscat
Secretary



Dr Kris Busietta
Treasurer

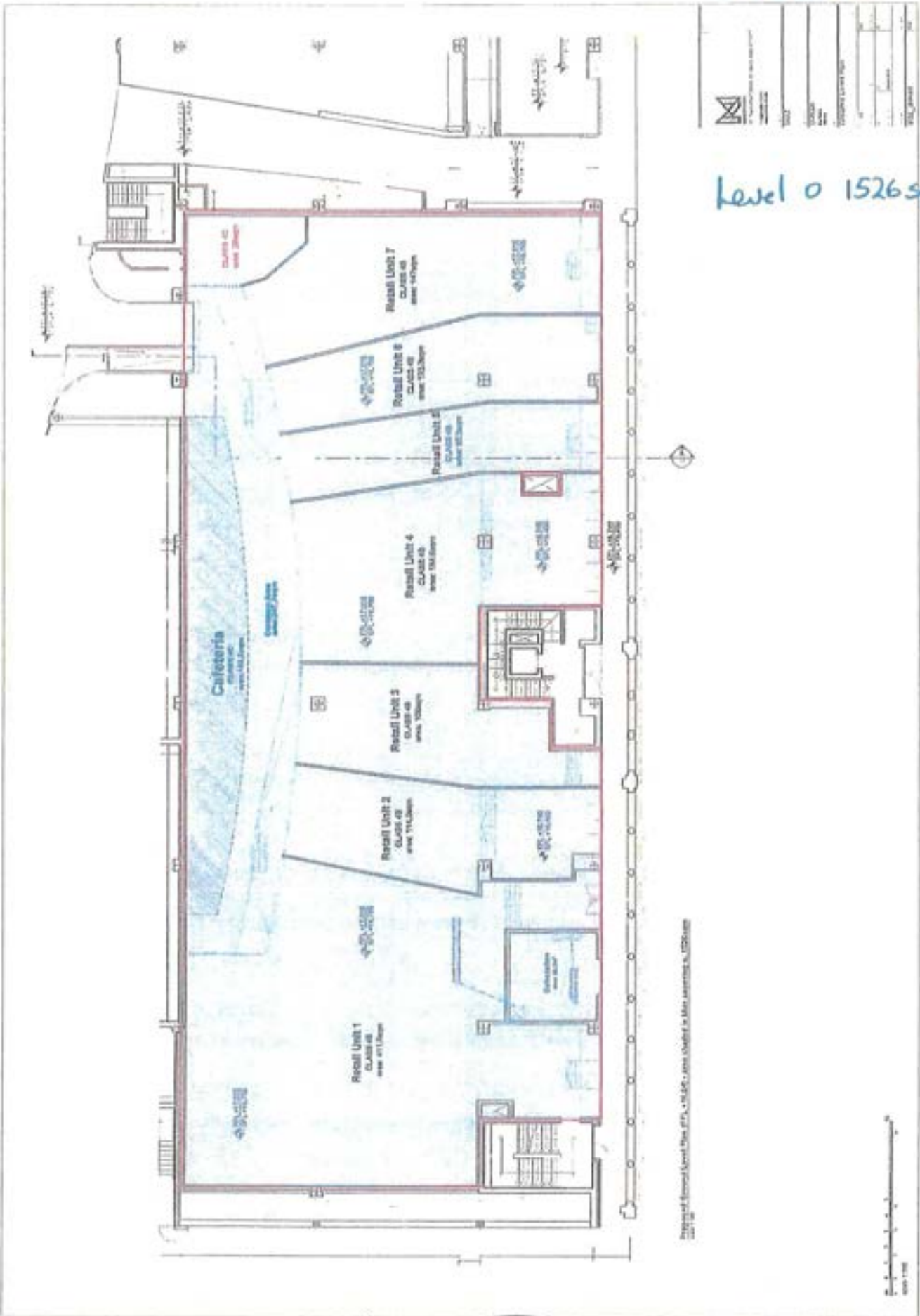
For and on behalf of
Sliema Wanderers Football Club
The Lessor



Mrs Diane Izzo
For and on behalf of
D Shopping Malls Ltd
The Lessee

Box SW2

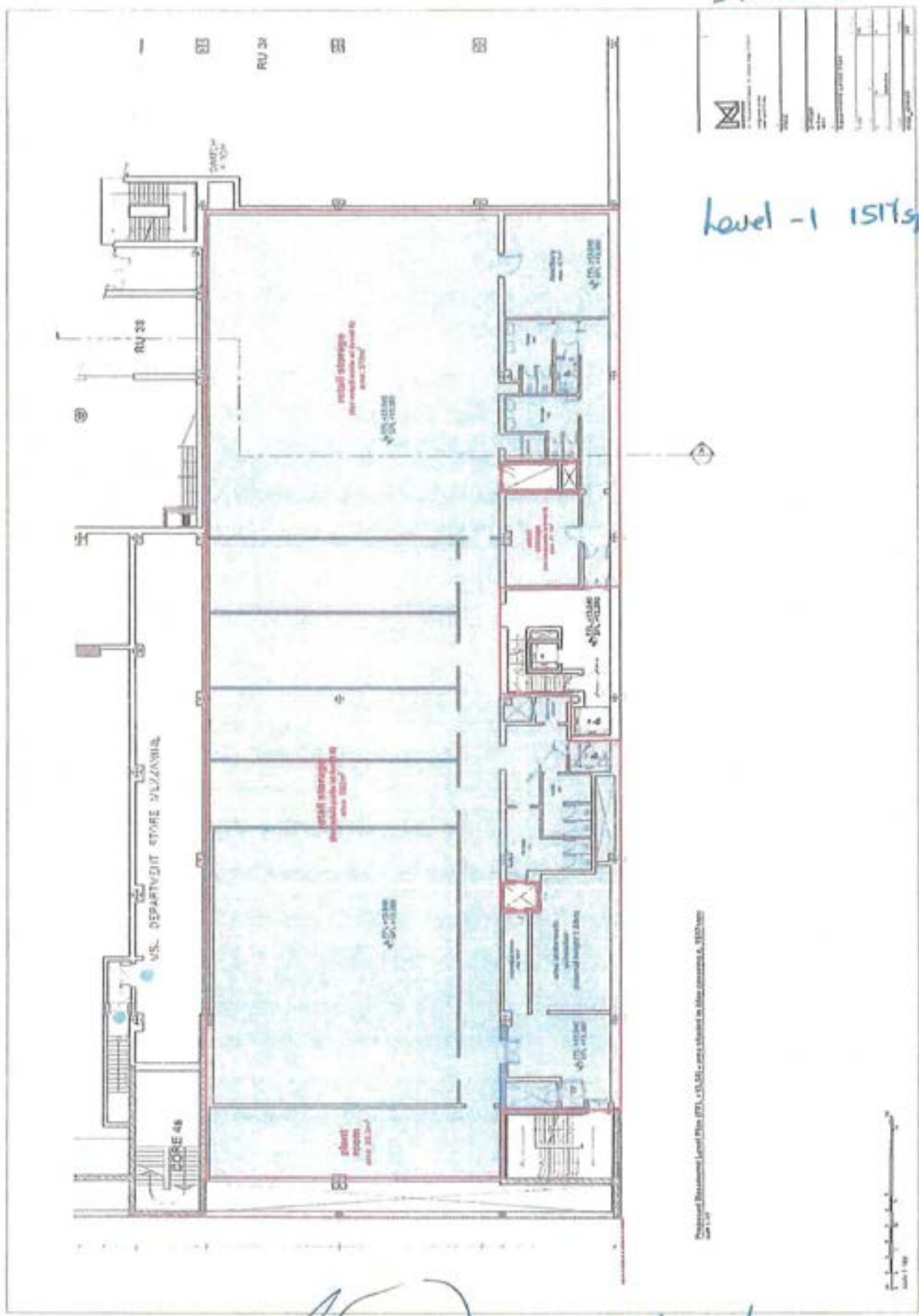
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Project Name	
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Architect	
Scale	
Date	
Author	
Checker	
Appr. Authority	
Rev.	
By	
Date	

Level -1 1517sqm



[Handwritten Signature] A. Muscat

SCHEDULE 3 -SWFC - Commercialisation of Sports Facilities

Doc 18

Confirmation that the third-party operator is a legal person as described in regulation 7(3).

I Beppe Muscat, the undersigned bearing ID number 146889M as duly authorised to make this declaration as a warranted auditor (warrant 11430) hereby confirm that the third-party operator, being D Shopping Malls Ltd (C87499), is a legal person as described in regulation 7(3) of the Commercialisation of Sports Facilities Regulations (Subsidiary Legislation 455.12).

Date 27/12/2023

Signature



SCHEDULE 3 -SWFC - Commercialisation of Sports Facilities

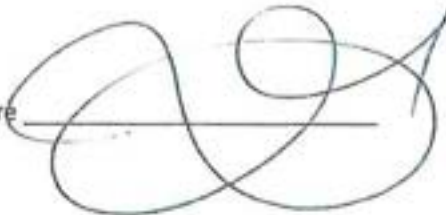
Doc 19

Confirmation that the agreement with a third party contains the minimum requirements established in regulation 7(6).

I Beppe Muscat, the undersigned bearing ID number 146889M as duly authorised to make this declaration as a warranted auditor (warrant 11430) hereby confirm that the agreement between the sports organisation, Sliema Wanderers Football Club, and the third-party operator, D Shopping Malls Ltd (C87499), contains the minimum requirements as established in regulation 7(6) of the Commercialisation of Sports Facilities Regulations (Subsidiary Legislation 455.12).

Date 27/12/2023

Signature

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, written over a horizontal line.

SCHEDULE 3 -SWFC - Commercialisation of Sports Facilities

Doc 20

Documents proving that all natural persons being the members, directors, shareholders and, or ultimate beneficial owner of any third-party operator, which can be both a natural person or a legal person, that has entered into a development and management agreement with the sports organization according to regulation 7 satisfy the criteria set out in regulation 7(3)

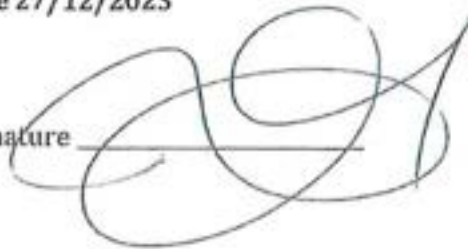
I Beppe Muscat, the undersigned bearing ID number 146889M as duly authorised to make this declaration as a warranted auditor (warrant 11430) hereby confirm that all the undermentioned, being the members, directors, shareholders and, or ultimate beneficial owner of the third-party operator, D Shopping Malls Limited, that has entered into a development and management agreement with the sports organisation according to regulation 7 satisfy the criteria set out in regulation 7(3), as prescribed by regulation 4(4)(c) of the Commercialisation of Sports Facilities Regulations (Subsidiary Legislation 455.12).

D Shopping Malls Limited

Diane Izzo	Director & 50% UBO
Karl Izzo	Director & 50% UBO

Date 27/12/2023

Signature



SCHEDULE 3 -SWFC - Commercialisation of Sports Facilities


Doc 21

Confirmation that the process of adjudication of the request for proposals has been carried out correctly in conformity with the conditions set in the request for proposal.

I Beppe Muscat, the undersigned bearing ID number 146889M as duly authorised to make this declaration as a warranted auditor (warrant 11430) hereby confirm that, as set out in regulation 4(5)(d) of the Commercialisation of Sports Facilities Regulations (Subsidiary legislation 455.12), the process of adjudication of the request for proposals has been carried out in line with the conditions laid out in the request for proposals.

Date 27/12/2023

Signature



SCHEDULE 3 -SWFC - Commercialisation of Sports Facilities

Doc 22

Confirmation that the owners, members, directors and, or ultimate beneficial owners of the third party operator are not undesirable persons after a due diligence assessment has been carried out correctly.

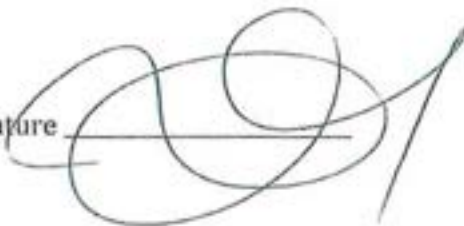
I Beppe Muscat, the undersigned bearing ID number 146889M as duly authorised to make this declaration as a warranted auditor (warrant 11430) hereby confirm that the all the undermentioned, being the owners, members, directors and/or ultimate beneficial owners of the third-party operator, D Shopping Malls Limited, are not undesirable persons after having conducted a due diligence assessment as established in regulation 7(5) of the Commercialisation of Sports Facilities Regulations (Subsidiary Legislation 455.12).

D Shopping Malls Limited

Diane Izzo	Director & 50% UBO
Karl Izzo	Director & 50% UBO

Date 27/12/2023

Signature



OTHER DOCS -SWFC - Commercialisation of Sports Facilities

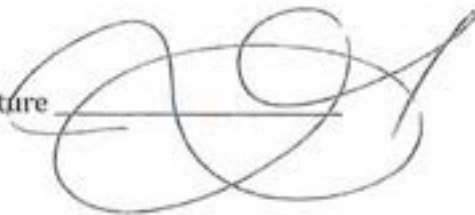
Doc 23

Confirmation that the requirements of regulation 7(3) are fulfilled

I Beppe Muscat, the undersigned bearing ID number 146889M as duly authorised to make this declaration as a warranted auditor (warrant 11430) hereby confirm that, as set out in regulation 4(5)(e) of the Commercialisation of Sports Facilities Regulations (Subsidiary legislation 455.12), the requirements of regulation 7(3) are fulfilled.

Date 27/12/2023

Signature



OTHER DOCS -SWFC - Commercialisation of Sports Facilities

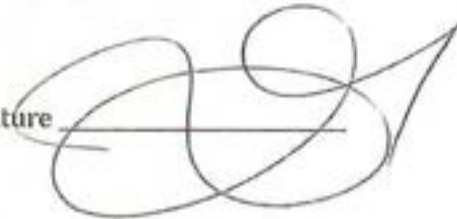
Doc 24

Confirmation that any third-party contract is in accordance with regulation 7(4)

I Beppe Muscat, the undersigned bearing ID number 146889M as duly authorised to make this declaration as a warranted auditor (warrant 11430) hereby confirm that, as set out in regulation 4(5)(f) of the Commercialisation of Sports Facilities Regulations (Subsidiary legislation 455.12), the third-party contract is in accordance with regulation 7(4).

Date 27/12/2023

Signature





DATE: 14th June 2024

REPLY FORM E (ATTACHED) NUMBER: 11259

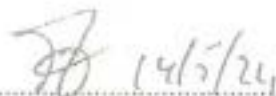
REGARDING PROPERTY: Silema Wonderers Football Club

REQUESTED BY: Dr. Joe Cilia

LIST OF ATTACHED DOCUMENTS: Certificate 59003151 and plans

REPLY COVERS PERIOD TO: 10th June 2024

1. Site as marked is registered by title 59003151 as per certificate and plans attached.
2. Please note that some of the measurements of the plan attached to this Form E vary from the measurements of the plan as registered.
3. You may wish to verify attached documents.
4. If plan is used for future registration it will be considered to be valid if it is in accordance with subsidiary legislation 296.08 END

 14/6/24

Malcolm Pisani
// LAND REGISTRAR

Malcolm Pisani
Unit Co-Ordinator
Lands Registration Agency
RUBBERSTAMP

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- (a) if reply is given in writing;
- (b) if any words are struck off or corrected in any way;
- (c) if any type of correcting fluid is used;
- (d) if this reply is not signed with blue ink and rubberstamped by Land Registry Official;
- (e) if words are printed outside the frame box;
- (f) if the reply does not contain the Land Registry letterhead
and
- (g) if the last word of the reply given is not followed by the word 'END'.



+356 2560 9700



enquiries@landregistry.gov.mt



landregistry.gov.mt



116, Casa Bollino
Triq il-Punent
Il-Belt Valletta
VLT 1535



'Casa Bolino' 116, Triq il-Punent, Valletta

Proprjeta' Numru: 59003151

Attiva

Numru ta' ZSBP: 10003281M

Tip ta' Proprjeta'	<i>Proprjeta' ta' natura sportiva</i>
Indirizz	<i>Football Pitch & Sports Facilities Tigne SLIEMA</i>
Kunsill Lokali	<i>SLIEMA</i>

Kummenti

Ground tal-football, club house u facilitajiet ohra annessi li jinsabu fl-ewwel sular tal-binja li fiha 8970 m.k.

Jikkonsisti ukoll f'facilitajiet ohra li qeghdin fil-ground floor u l-basement li fih 3236 m.k.

Dan ic-certifikat jinkludi dettalji dwar 12 applikazzjonijiet



'Casa Bolino' 116, Triq il-Punent, Valletta

Applikazzjoni Numru:	201609145M	Proprjeta' Numru:	59003151
Applikanti	2	Ref:	LRA2010/00
Trasferiment parzjali mahduma fil-14/06/2012		Approvata fil-22/06/2016	

Numru ta' Identita'	Isem U Kunjom
CB0006	O Gvern ta' Malta
Sehem shtk - DIRETT DOMINJU TEMPORANJU U S-SUSSEGWENTI PJENA PROPRJETA'	

15836	C	MIDI p.l.c.
Sehem shtk - UTILE DOMINJU TEMPORANJU		

Bazi

Permezz ta' kuntratt bid-data 15/06/2000 fl-atti tan-Nutar Miceli Vincent b'titolu kif indikat

Kummenti oħra:

Flinmien ma' diversi titoli oħra hemm Lm480,000 cens annwi u temporanju ghaz-zmien li fadal minn 99 sena li bdew jiddekkorru mill-15/06/2000, liema cens huwa rivedibbli u jizidied għal Lm840,000 fl-01/04/2025 u għal Lm960,000 fl-01/04/2050.

Kummenti oħra fuq applikazzjoni numru 201609145M



'Casa Bolino' 116, Triq il-Punent, Valletta

Applikazzjoni Numru: 201609146M

Proprjeta' Numru: 59003151

Applikanti 1

Ref: LRA3281/10

Trasferiment shih mabduma fil-31/08/2013

Approvata fil- 22/06/2016

Numru ta' Identita' Isem U Kunjom

CB0006 O Gvern ta' Malta

Sehem Shih

Bazi

Permezz ta' kuntratt bid-data 15/06/2000 fl-atti tan-Nutar Miceli Vincent b'titolu Liberu u Frank kif ukoll kuntratt iehor pubblikat min-Nutar Diana Charles tal-20/08/2010.

Kummenti ohra:

Kummenti ohra fuq applikazzjoni numru 201609146M

LRC19/2011 - Waiver of c.c. 2290/07.

LRC20/2011 - Waiver of c.c. 1589/08.

Land Registration Agency
116, "Casa Bolino"
West Street,
Valletta

Mahnij skond l-Art
Dwar ir-Registrazzjoni ta' Artijiet, Kap 296,
sid fid-data tal-hruġ.
Sogġett għall-interessi li jipprevalu jekk
mhux espressament eskluzi. Suret Area
ta' registrazzjoni fil- 24-10-2000

Registrazzjoni tal-Artijiet



'Casa Bolino' 116, Triq il-Punent, Valletta

Applikazzjoni Numru: 201713282M
Applikanti: J
Trasferiment shih maħduma fil-07/07/2017

Proprjeta' Numru: 59003151
Ref: LRA2010/17
Approvata fil- 07/07/2017

Numru ta' Identita' Isem U Kunjom
0000 C SPORT MALTA
Schem shih.

Bazi

Permezz ta' Avvix Legali b'effett minn 01/10/2010 b'titolu ta' Utile Dominju Temporanju

Kummenti obra:

Avvix Legali 42 tas-sena 2011 u Att Nru VI tas-sena 2016.

Kummenti obra fuq applikazzjoni numru 201713282M

Mitruġ skond l-Att

Dwar l-Registrazzjoni ta' Artijiet, Kap 296.

sid fis-data tal-bruġ.

Sejgħett għall-interessi li jipprevedu jekk mhux espressament esklużi. Saret Aron ta' registrazzjoni fil- 24-10-2000

Registretur tal-Artijiet



'Casa Bolino' 116, Triq il-Punent, Valletta

Applikazzjoni Numru:	201713285M	Proprjeta' Numru:	59003151
Applikanti	1	Ref:	LRA2011/17
Trasferiment shih mahduma fil-07/07/2017		Approvata fil- 07/07/2017	

Numru ta' Identita'	Isem U Kunjom
0000 C	SLIEMA WANDERERS FOOTBALL CLUB **
<i>Sehem shih.</i>	

Bazi

Permezz ta' kuntratt bid-data 05/05/2017 fl-atti tan-Nutar German Keith F b'titolu ta' Utile Dominju Temporanju

Kummenti ohra:

Soggett għac-cens annwu u temporanju ta' €210,000 dekorribbli mid-data tal-Att, liema ammont huwa sussidjat mill-Gvern trawite Sport Malta b'95% ammontanti għal €199,500 b'hekk ic-cens dovut huwa dak ta' €10,500 u kif soggett għal kondizzjonijiet ohra msemmija fl-att.

Kummenti ohra fuq applikazzjoni numru 201713285M

Mahnj skond l-Att
Dwar ir-Registrazzjoni ta' Artijiet, Kap 296.
sid fid-data tal-brug.
Soggett għall-interessi li jipprevalu jekk
mhux espressament esklużi. Sarat Arca
ta' registrazzjoni fil- 24-10-2000

Land Registration Agency
116, "Casa Bolino"
West Street,
Valletta

Registrazzjoni tal-Artijiet



'Casa Bolino' 116, Triq il-Punent, Valletta

Applikazzjoni Numru: 201311123M	Proprjeta' Numru: 59003151
Trasferiment ta' Applikazzjoni Nru 201311123M	
Applikanti 1	Ref: LRC1473/00
Trasferiment ta' Ipoteka mahduma fil-14/06/2012	Approvata fil- 08/07/2014

Numru ta' Identita'	Isem U Kunjom
CB0006	O Gvern ta' Malta

Kummenti oħra:

Privilegg Speċjali in garanzija tal-hlas ta' Lm480,000 cens annwu u temporanju ghaz-zmien li fadal minn 99 sena li bdew fiddekkorru mill-15/06/2000, liema cens huwa rivedibbli u jizdied ghal Lm840,000 fl-01/04/2025 u ghal Lm960,000 fl-01/04/2030, u in garanzija tal-bilanc tal-premium li jammonta ghal Lm39,370,000 li hu kompost u jithallas skond kif stipulat fil-kuntratt. - Emendat illum 24/01/2007

Kummenti oħra fuq applikazzjoni numru 201311123M

CC1473/2000

Atti Nutar Vincent Miceli tal-15/06/2000 Vol. I 9973/2000

Soggett ghall-kundizzjonijiet mzeimnija fl-atti.

Mizjuda llum 24/01/2007 -: Ara wkoll LRC134/2007 - Korrezzjoni.

Mahrug skond l-Att

Dwar ir-Registrazzjoni ta' Artijiet, Kap 296.

sic fid-data tal-hrug.

Soggett ghall-interessi li jipprevalu jekk minx espressament eskluzi. Saret Aren ta' registrazzjoni fil- 24-10-2000

Registratur tal-Artijiet



'Casa Bolino' 116, Triq il-Punent, Valletta

Applikazzjoni Numru:	201609139M	Proprjeta' Numru:	59003151
Temenda Applikazzjoni Nru	201609139M	Ref:	LRC133/07
Applikanti	I	Emendata	
Ipoteka emendata maħduma fil-	22/01/2007		

Numru ta' Identita'	Isem U Kunjom
CB0006	O Gvern ta' Malta

Kummenti oħra:

Privilegg Speċjali in garanzija tal-hlas ta' Lm480,000 cens anruw u temporanju għaz-zmien li fadal minn 99 sena li bdew jiddekkorru mill-15/06/2000, liema cens huwa rivedibbli u jtzdid għal Lm840,000 fl-01/04/2025 u għal Lm960,000 fl-01/04/2050, u in garanzija tal-bilanc tal-premium li jammonta għal Lm39,370,000 li hu kompost u jthallas skond kif stipulat fil-kuntratt.

RIDOTT.

Kummenti oħra fuq applikazzjoni numru 201609139M

Permezz tal-kuntratt pubblikat min-Nutar Vincent Miceli fit-22 ta' Dicembru 2006 il-kreditur ta l-kunsens tiegħu għar-riduzzjoni ta' cc1473/2000 fis-sens illi : (a)l-kreditur, in kwantu jirreferi għall-bilanc tal-premium gie mnagqas b'Lm5,570,000 u cc1473/2000, in kwantu jirreferi għall-bilanc tal-premium għandu jibqa' validu u effettiv sa' l-ammont ta' Lm33,800,000 u (b) irrimunzja d-drittijiet tiegħu noxxenti minn cc1473/2000 b'referenza għall-bilanc tal-premium u dan biss in kwantu jolqtu s-sit tal-kejl ta' 5200mk muri fuq il-pjanta 59000695A.

Maltrug skond l-Att
Dwar Ir-Registrazzjoni ta' Artijiet, Kap 296.
sid fid-data tal-brug.
Sogġetti għall-interessi li jipprevalu jekk
mhux espressament eskluzi. Saret Anwa
ta' registrazzjoni fil- 24-10-2000

Land Registration Agency
116, "Casa Bolino"
West Street,
Valletta

Registatur tal-Artijiet



'Casa Bolino' 116, Triq il-Punent, Valletta

Applikazzjoni Numru:	201609140M	Proprjeta' Numru:	59003151
Trasferiment ta' Applikazzjoni Nru	201609140M		
Applikanti	1	Ref:	LRC2333/07
Trasferiment ta' Ipoteka Emendata	mahduma fil-14/06/2012	Emendata	

Numru ta' Identita'	Isem U Kunjom
CB0006	O Gvern ta' Malta

Kummenti ohra:

Privilegg Speċjali in garanzija tal-hlas ta' Lm480,000 cens annwu u temporanju ghaz-zmien li fadal minn 99 sena li bdew jiddekkorru mill-15/06/2000, liema cens huwa rivedibbli u jizdied ghal Lm840,000 fl-01/04/2025 u ghal Lm960,000 fl-01/04/2050, u in garanzija tal-bilanc tal-premium li jammonta ghal Lm39,370,000 li hu kompost u jithallas skond kif stipulat fil-kuntratt. - Emendat illum 24/01/2007

Kummenti ohra fuq applikazzjoni numru 201609140M

Permezz tal-kuntratt pubblikat min-Nutar Vincent Miceli fl-24 ta' Ottubru 2007 u n-Nota Vol R 9144/2007 il-kreditur qabel illi meta unil jigi trasferit, c-certifikat ta' ipoteka cc1473/2000 in kwantu jirrigwarda l-privilegg speċjali bhala garanzija tal-hlas tac-cens, ghandu jibqa' jolgot il-unit trasferit b'referenza ghar-rata tieghu mic-cens originali. Mizjuda llum 17/04/2009 - L-istess qbil sar ukoll fuq il-kuntratt pubblikat mill-istess nutar fid-29/01/2009. - Ara LRC714/2009.

Mahrug skond l-Att
Dwar ir-Registrazzjoni ta' Artijiet, Kap 296,
sid fid-data tal-brug.
Soggett ghall-intressi li jipprevalu jekk
mhux espostament esklużi. Suret Ara
ta' registrazzjoni fil- 24-10-2000

Registatur tal-Artijiet



'Casa Bolino' 116, Triq il-Punent, Valletta

Applikazzjoni Numru:	201609141M	Proprjeta' Numru:	59003151
Trasferiment ta' Applikazzjoni Nru	201609141M	Ref:	LRC2333/07
Applikanti	1	Emendata	
Trasferiment ta' Ipoteka Emendata	fil-14/06/2012		

Numru ta' Identita'	Isem U Kunjom
CB0006	O Gvern ta' Malta

Kummenti ohra:

Privilegg Speċjali in garanzija tal-hlas ta' Lm480,000 cens annwu u temporanju ghaz-zmien li fadal minn 99 sena li bdew jiddekkorru mill-15/06/2000, liema cens huwa rivedibbli u jtzied ghal Lm840,000 fl-01/04/2025 u ghal Lm960,000 fl-01/04/2050, u in garanzija tal-bilanc tal-premium li jammonta ghal Lm39,370,000 li hu kompost u jithallas skond kif stipulat fil-kuntratt. - Emendat ilhem 24/01/2007 RIDOTT.

Kummenti ohra fuq applikazzjoni numru 201609141M

Permezz tal-kuntratt pubblikat min-Nutar Vincent Miceli fl-24 ta' Ottubru 2007 u n-Nota Y6l R 9144/2007 il-kreditur ta l-kunsens tiegħu għar-riduzzjoni ta' cc1473/2000 fis-sens illi : (a) il-kreditur, in kwantu jirreferi għall-bilanc tal-premium li għadu dovut, gie mnaqqas b'Lm1,460,000 (ekwivalenti għal €3,400,885) u cc1473/2000, in kwantu jirreferi għall-bilanc tal-premium li għadu dovut, għandu jibqa' validu u effettiv sa' l-ammont ta' Lm32,340,000 (ekwivalenti għal €75,331,936) u (b) irrinnunzja għad-drittijiet tiegħu naxxenti minn cc1473/2000 b'referenza għall-bilanc tal-premium li għadu dovut u dan biss in kwantu jolqtu s-sit tal-kejl ta' 5400mk, liema sit hu okkupat minn kumpless magħruf bħala Complex B jew Farway Court II jinkludi 4 blokki ta' appartamenti magħrufa bħala Blokki T6F, T6B, T7F u T7B u l-basements sottoposti.

Land Registration Agency
116, "Casa Bolino"
West Street,
Valletta

Mahrug skond l-Att
Dwar ir-Registrazzjoni ta' Artijiet, Kap 296,
sid fid-dati tal-brug
Sogġetti għall-interessi li jipprevalu jekk
mhux espressament esklużi, Sarvi Area
ta' registrazzjoni fil- 24-10-2000

Registatur tal-Artijiet



'Casa Bolino' 116, Triq il-Punent, Valletta

Applikazzjoni Numru:	201609142M	Proprjeta' Numru:	59003151
Trasferiment ta' Applikazzjoni Nru 201609142M			
Applikanti	1	Ref:	LRC713/09
Trasferiment ta' Ipoteka Emendata mahluma fil-14/06/2012		Emendata	

Numru ta' Identita'	Isem U Kunjom
CB0006	O Gvern ta' Malta

Kummenti obra:

Privilegg Speċjali in garanzija tal-bilans ta' Lm480,000 cens annwu u temporanju ghaz-zmien li fadal minn 99 sena li bdew jiddekkorru mill-15/06/2000, liema cens huwa rivedibbli u jizidied ghal Lm840,000 fl-01/04/2025 u ghal Lm960,000 fl-01/04/2050, u in garanzija tal-bilanc tal-premium li jammonta ghal Lm39,370,000 li hu kompost u jithallas skond kif stipulat fil-kuntratt. - Emendat illum 24/01/2007 RIDOTT.

Kummenti obra fuq applikazzjoni numru 201609142M

Permezz tal-kuntratt pubblikat min-Nutar Vincent Miceli fid-29 ta' Jannar 2009 u n-Nota Vol R 793/2009, il-kreditur ta l-kunsens tiegħu għal riduzzjoni ta' cc1473/2000 fis-sens illi : (a) il-kreditu msemmi, in kwantu jirreferi għall-bilanc tal-premium gie mnaqqas b'€1,164,686.70 u c-certifikat ta' ipoteka, in kwantu jirreferi għall-bilanc tal-premium li għadu dovut, għandu jibqa' validu u effettiv sa l-ammont ta' €74,167,249 u (b) irrinunzja għall-privilegg speċjali msemmi fis-cc1473/2000 sakemm hu registrat b'referenza għall-bilanc tal-premium li għadu dovut biss u dan biss b'referenza għal porzjoni diviza ta' l-art tal-kejl ta' 21,141mk bl-istrutturi fuqha u porzjoni diviza ohra tal-kejl ta' 14,104mk bl-istrutturi fuqha - ara l-pjanti annessi ma' LRC713/2009 - filwaqt li zammu ferm u validu għall-bqija tal-proprjeta'.

Mahruf skond l-Art
Dwar ir-Registrazzjoni ta' Artijiet, Kap 296
sind fid-dmja tal-ohraj.
Sogġiet għall-interessi li jipprivalu jekk
mhux espressament esklużi, Sarat Arwa
ta' registrazzjoni fil- 24-10-2000

Registatur tal-Artijiet



'Casa Bolino' 116, Triq il-Punent, Valletta

Applikazzjoni Numru:	201609143M	Proprjeta' Numru:	59003151
Trasferiment ta' Applikazzjoni Nru	201609143M	Ref:	LRC714/09
Applikanti	I	Emendata	
Trasferiment ta' Ipoteka Emendata	mahduma fil-14/06/2012		

Numru ta' Identita'	Isem U Kunjom
CB0006	O Gvern ta' Malta

Kummenti oħra:

Privilegg Speċjali in garanzija tal-hlas ta' Lm480,000 cens awwju u temporanju għaz-zmien li jadal minn 99 sena li bdew jiddekkorru mill-15/06/2000, liema cens huwa rivedibbli u jzied għal Lm840,000 fl-01/04/2025 u għal Lm960,000 fl-01/04/2050, u in garanzija tal-bilanc tal-premium li jammonta għal Lm39,370,000 li hu kompost u jithallas skond kif stipulat fil-kuntratt. - Emendat illum 24/01/2007 RIDOTT

Kummenti oħra fuq applikazzjoni numru 201609143M

Permezz tal-kuntratt pubblikat min-Nutar Vincent Miceli fid-29 ta' Jannar 2009 u n-Nota Vol R 792/2009, il-kreditur ta l-kunsens tiegħu għar-riduzzjoni ta' cc1473/2000 fis-sens illi : (a) il-kreditur, in kwantu jirreferi għall-bilanc tal-premium li għadu dovut, gie mnaqqas b'€1,979,967.39 u cc1473/2000, in kwantu jirreferi għall-bilanc tal-premium li għadu dovut, għandu jibqa' validu u effettiv sa' l-ammont ta' €72,187,281.62 u (b) irrinunzja għall-privilegg speċjali msemmi fid-cc1473/2000 sakemm hu registrat b'referenza għall-bilanc tal-premium li għadu dovut biss u dan biss in kwantu l-privilegg speċjali jaffettwa (i) is-sit li fuqu parti mill-blokk ta' appartamenti T8F, T8B, T9F u T9B u l-basementi sottoposti konsistenti f'garaxxijiet, garage spaces u store huma sitwati u l-garaxxijiet D120, D212, D225, D230, D312, D325, D330, bil-partijiet komuni relattivi u inkluz sehenthom indiviz pro rata tal-partijiet komuni tal-basement sottopost għall-kumpless D jew Blokk T10.

Mahnij skond l-Att
Dwar in-Registrazzjoni ta' Artijiet, Kap 296.
sid fid-data tal-hruġ.
Soġġon għall-interessi li jipprevalu jekk
mhux espressament esklużi. Sarot Arta
ta' registrazzjoni fil- 24-10-2000

Land Registration Agency
116, "Casa Bolino"
West Street,
Valletta

Reġistratur tal-Artijiet



'Casa Bolino' 116, Triq il-Punent, Valletta

Applikazzjoni Numru:	201609144M	Proprijeta' Numru:	59003151
Trasferiment ta' Applikazzjoni Nru 201609144M			
Applikanti	J	Ref:	LRC2134/10
Trasferiment ta' Ipoteka Emendata mahduma fil-14/06/2012		Emendata	

Numru ta' Identita'	Isem U Kunjom
CB0006	O Gvern ta' Malta

Kummenti oħra:

Privilegg Speċjali in garanzija tal-hlas ta' Lm480,000 cens annwu u temporanju ghaz-zmien li fadal minn 99 sena li bdew jiddekkorru mill-15/06/2000, liema cens huwa rivedibbli u jtzied ghal Lm840,000 fl-01/04/2025 u ghal Lm960,000 fl-01/04/2050, u in garanzija tal-bilanc tal-premium li jammonta ghal Lm39,370,000 li hu kompost u jithallas skond kif stipulat fil-kuntratt. - Emendat illum 24/01/2007. RIDOTT.

Kummenti oħra fuq applikazzjoni numru 201609144M

Permezz tal-kuntratt pubblikat min-Nutar Diana Charles fid-29 ta' Lulju 2010 u n-Nota Vol R 5221/2010, il-kreditur ta l-kunsens tiegħu għat-tnaqqis tal-ammont ipotekat bis-CC 1473/2000, filwaqt li zamni l-ipoteka ferma, valida u effettiva għall-ammont ta' €69,982,975.43 u għalhekk din l-ipoteka giet ridotta.Dan ic-charge ma jolqotx il-Block T10F u l-garanzzjiet T10 - Emendat illum 12/8/2010

Mohruġ skond l-Art
Dwar ir-Registrazzjoni ta' Artijiet, Kap 296.
sid f'id-data tal-hruġ.
Sogġett għall-interdassi li jipprevedu jekk
mhux espressament esklużi. Sarat Area
ta' registrazzjoni fil- 24-10-2000

Registrator tal-Artijiet



'Casa Bolino' 116, Triq il-Punent, Valletta

Applikazzjoni Numru: 201713288M
 Applikanti 1
 Ipoteka mahduma fil-07/07/2017

Proprjeta' Numru: 59003151
 Ref: LRC1592/17
 Approvata fil- 07/07/2017

Numru ta' Identita' Isem U Kunjom
 0000 C SPORTMALTA

Kummenti ohra:

Ipoteka Speċjali u Privileġġ Speċjali għall-ammont ta' €210,000 iffissati bħala garanzija ta' osservanza tal-obbligi u kundizzjonijiet assunti minn Sliema Wanderers Football Club fosthom ic-cens ta' €10,500.

Kummenti ohra fuq applikazzjoni numru 201713288M

cc1592/17.

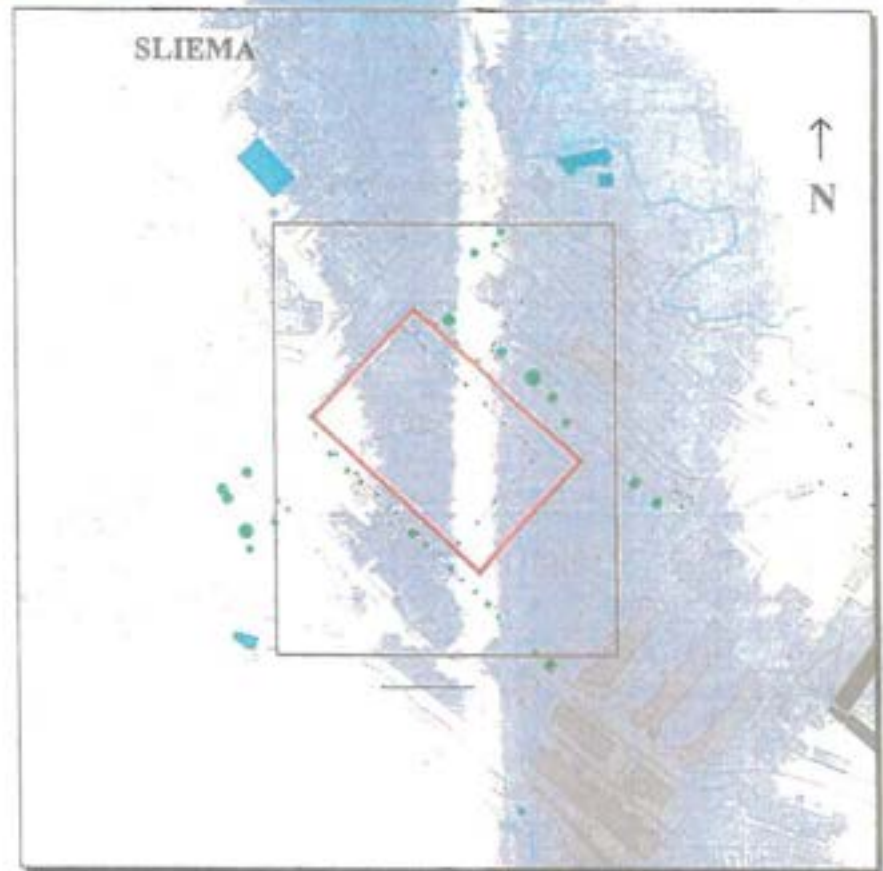
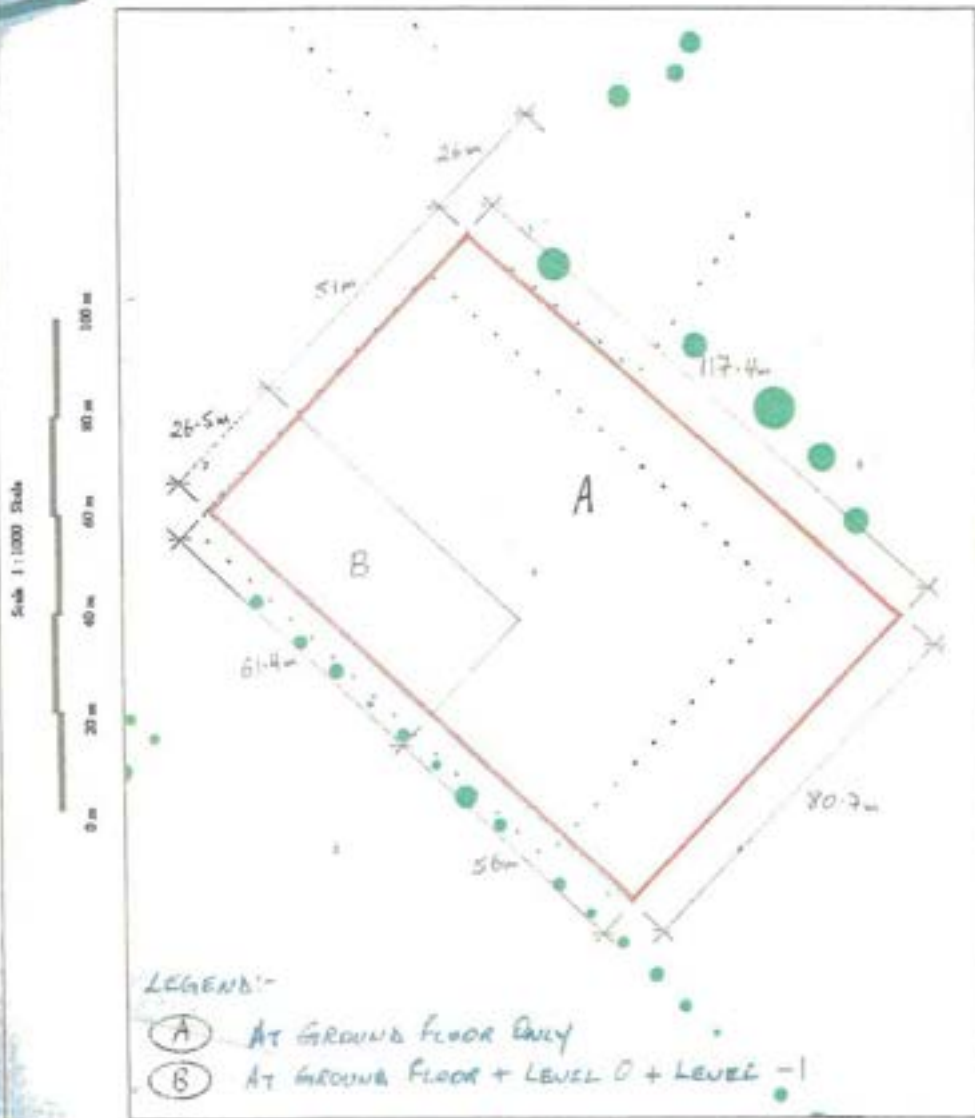
Atti Nutar Keith Francis German tal-5 ta' Mejju, 2017.

Volun 19636/17.

Mahnig skond l-Art
 Dwar in-Registrazzjoni ta' Artijiet, Kap 296.
 sid fid-data tal-hruġ.
 Sogġetti għall-interessi li jipprevalu jekk
 mhux espressament esklużi. Saret Area
 ta' registrazzjoni fil- 24-10-2000

Land Registration Agency
 116, "Casa Bolino"
 West Street,
 Valletta

Reġistratur tal-Artijiet



Gvern Ta' Malta
Registru ta' l-Artijiet

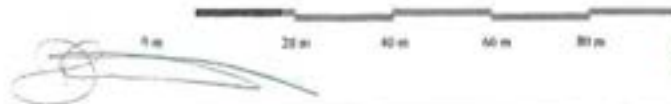
Case Bolla, 116 Triq il-Pwani, Valletta



Government of Malta
Land Registry

Case Bolla, 116 West Street, Valletta

Nru ta' Mappa: 165019M	Pozizzjoni Centrli: x = 55896	Parti jnha Xi: 5474.5475	Data: 23/09/2010
Map Number:	Centre Coordinates: y = 74014	Espressjoni Area Xi:	Date:
Perit Architect:	Perit Architect's Stamp:	Qas (m ² kwadri) Area (square meters):	(A) 7,352 m ²
	Perit Stefan Scotto Estate Management Department	Firma ta' Applikant Applikant's signature:	(B) 1,618 m ²
			Dir. Mhalla: For Plot



GOVERNMENT PROPERTY DIV:
AUBERGE DE BAVIERE
VALLETTA

CG

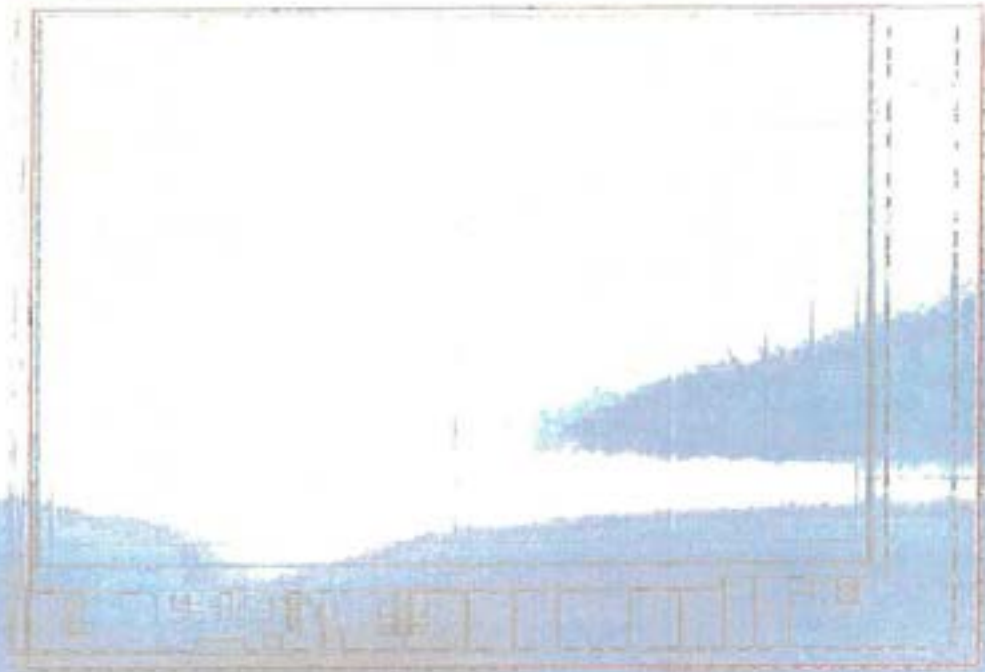
FOOTBALL PITCH & AUXILIARY FACILITIES
AT TONGE FOOT
MUSGRAVE



LEVEL 1



LEVEL 3



Project No.	109
Client	...
Scale	...
Date	...
Author	...
Check	...
Drawn	...
Project Manager	...

011259

87672

Sliema Wonderers Football Club

FORM E:

REQUEST FOR AN OFFICIAL SEARCH AND/OR INFORMATION:

Number:

Payment:

Receiver:

REGISTRUTA' I -ARTIJIET
VALLTIA

- 5 JUN 2024

DESCRIPTION OF PROPERTY: Sliema Wonderers Football Club

RECEIVED

INFORMATION REQUESTED:

Whether the site is in a registration area?

Whether it is registered?

Whether there are any registered charges, and in favour of whom?

Whether there are any pending applications and in favour of whom?

REPLY TO BE FORWARDED TO: Dr. Joe Cilia, 107, Triq il-Knisja, Paola PLA1074

Notary Dr. Joe Cilia L.L.D

RISPOSTA ANNESSA
VIDE ATTACHED REPLY

14/5/24
Malcolm Pisani
Unit 10 - Ordinaċja
Lands Registration Agency

FOOTBALL PITCH & AUXILIARY FACILITIES
AT TOWN POINT
SLEENA



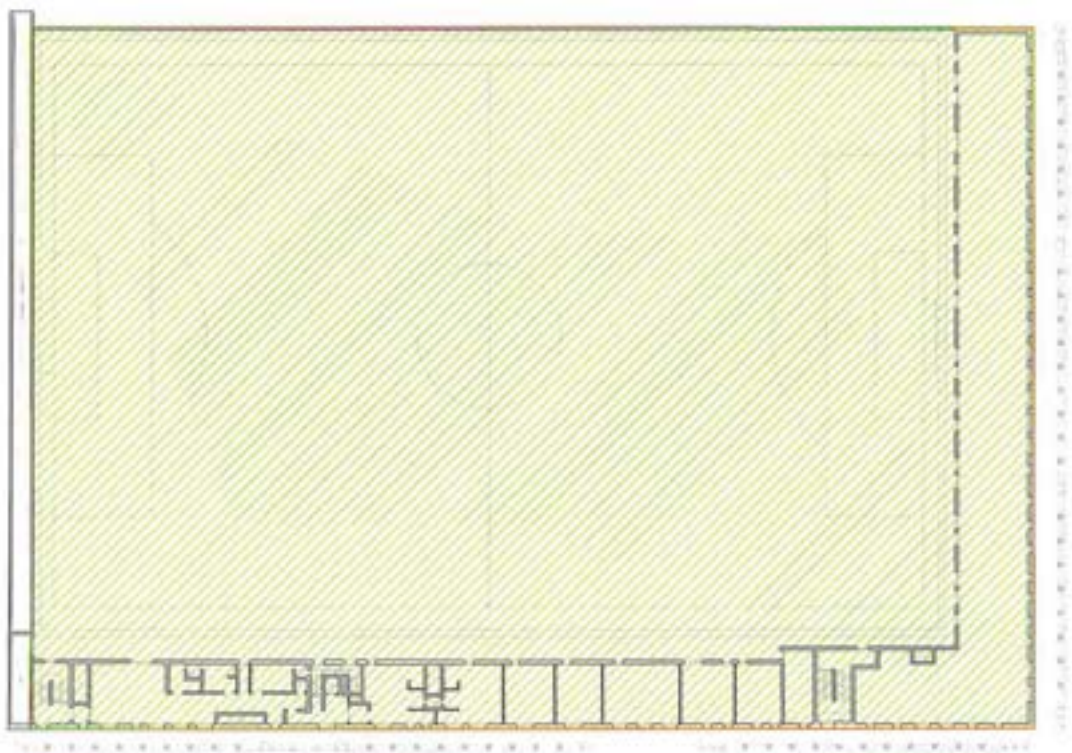
DOK.FD



LEVEL -1



LEVEL 0



LEVEL 1

Property No. : E21472

- LEVEL 0
 - FOOTBALL PITCH
 - TOILETS
 - FOOTBALL PITCH
 - TOILETS
- LEVEL 1
 - FOOTBALL PITCH
 - TOILETS
 - FOOTBALL PITCH
 - TOILETS
- LEVEL 2
 - FOOTBALL PITCH
 - TOILETS
 - FOOTBALL PITCH
 - TOILETS

LANDS Authority
 Planning & Development
 100, Market Street, Sydney NSW 2000
 Tel: (02) 9514 8000
 Fax: (02) 9514 8001
 Email: lands@lands.nsw.gov.au





SLIEMA WANDERERS F.C.

21 Tower Road Sliema (Malta)
Email: sliemafc@mfa.com.mt

DOK R

12th October 2023

This is to confirm that the legal representatives of Sliema Wanderers Football Club as per Club statute are the following:

President - Mr. Keith Perry
Secretary - Mr. Alex Muscat
Treasurer - Dr. Kris Busietta

Alex Muscat
Secretary
Sliema Wanderers FC



SHOPPING MALLS LTD
C 87499

Dok R1

Board resolution signed in original by all directors of the Company

"By means of a resolution of the Board of Directors of the company D Shopping Malls Limited (C87499) held on the 14th March 2025 it was resolved that the said company be represented by Diane Izzo on the deed of Temporary Emphyteusis for the Commercialisation of Sports Facilities between SportMalta and Sliema Wanderers Football Club of the facilities situated at Tigne, as the operator of the commercial part of the said property.

The said Diane Izzo are authorised bind D Shopping Malls Limited together with Sliema Wanderers Football Club to recognize that they recognize that they are bound by the Regulations for the Commercialisation of Sports Facilities (Subsidiary Legislation 455.12), to provide all documentation necessary documentation requested by SportMalta for the purposes of monitoring and that they are subject to the administrative penalties prescribed in regulation 9 (monitoring and enforcement) if the club or third party operator are acting in breach of this contract or of these Regulations. This declaration is to form an integral part of the deed."

Diane Izzo
Chairperson & CEO
ID 407077 M

Karl Izzo
Executive Director
ID 97669 M

Diane Izzo
Company Secretary
ID 407077 M

BOARD RESOLUTION

For the purposes and in terms of Article 5(1) of Subsidiary Legislation 455.12, the Board of the Commercial Sports Facilities Commission (hereinafter referred to as the Commission), convened today the 24th June 2024, resolves for Mr Richard Bilocca, holder of Identity Card Number 1185M, to act and appear on the public deed to be entered into by and between SportMalta and Sliema Wanderers FC limitedly to declare the Commission's approval to the publication of the same public deed in accordance with the Commission's approval for the commercialisation application thereof as per Minute No. 19/24.



Dr Neville Young
Board Secretary



LANDS
Authority

1. Dettalji tar-Rapport

1.1 Numru tal-Fajl tal-Awtorità

L/00061/2000 - TDR/00018/2025

1.2 Indirizz tal-Propjetà / Sit li Qed Tiġi Valutata

Football Pitch & Ancillary Facilities, Tigne'

L-indirizz tal-propjetà, kull fejn applikabbli, għandu jkun fil-forma li l-ewwel l-isem tal-propjetà, in-numru tal-bieb, l-isem tat-triq, l-isem tal-lokalità u fl-aħħar l-isem tal-kunsill lokali. Fil-każ ta' art, l-indirizz għandu jindika l-isem tat-triq pubblika li tagħti aċċess għas-sit. Fejn l-art jew bini għandhom faċċata fuq aktar minn triq waħda, għandu jitnizzel l-isem ta' kull triq.

1.3 Dettalji tal-Perit Inkarigat

Isem:	EDWARD
Kunjom:	MICALLEF
Isem tal-Kumpanija: <i>fejn applikabbli</i>	NIL
Indirizz tal-Uffiċċju:	55 THE FOLLEY, TRIQ GHAJN ZEJTUNA, MELLIEHA
Numru tal-karta tal-Identità:	317945M
Mowbajl:	79473651
Indirizz elettroniku:	peritedwardmicallef@gmail.com
Numru tal-Warrant:	0067

F'Kaz Li Hemm Aktar Minn Perit Wiehed

Isem: DENNIS

Kunjom: CAMILLERI

Isem tal-Kumpanija: *fejn applikabili* DHI PERITI

Indirizz tal-Uffiċċju: OFFICE 6, EUROPA CENTER,
ST. ANNE STR., FLORIANA

Numru tal-karta tal-Identità: 156153M

Mowbajl: 21233376

Indirizz elettroniku: dhc@dhiperiti.com

Numru tal-Warrant: 114

F'Kaz Li Hemm Aktar Minn Zewg Periti

Isem: STEPHAN

Kunjom: VANCELL

Isem tal-Kumpanija: *fejn applikabili*

Indirizz tal-Uffiċċju: 45, TRIQ DE ROHAN, ZEBBUG (MALTA)

Numru tal-karta tal-Identità: 541280M

Mowbajl: 79309590

Indirizz elettroniku: svancell@vancellarchitecture.com

Numru tal-Warrant: 554

1.4 Deskrizzjoni tal-Inkarigu:

Skond l-email f'Dokument A3, anness

Saret referenza għall-stima li l-Periti kienu f'hadmu fis-sena 2023.

Dan ir-rapport peritali kien sar abbażi ta-regolamenti ta' Legizlazzjoni Sussidjarja 455.12 kif kien rikjest.

Għall-kompitu odjern, l-Autorita' qed titlob revizjoni ta' din l-istima sabiex jigu agġustati il-valuri skond is-sena kurrenti 2024.

Ir-revizjoni mitluba għandha tiehu in konsiderazzjoni z-zoni kif murija fuq il-pjanta annessa (PD 2010_247_A_A_1), il juru l-partijiet uzati presentament għal skop ta' sports, kif ukoll il-partijiet uzati għal skop kummercjali.

Il-Perit għandu jiddeskrivi x-xogħol li tqabbaad jagħmel mill-Awtorità u jiddikjara li kull informazzjoni li giet pprovduta fir-rapport u f'kull pjanta u/jew dokument ieħor anness hija preċiża u veritjiera.

2. Dokumenti Pertinenti

Illi l-Esponent qed jannetti id-dokument pertinenti immarkati hekk kif gej:

2.1 PA Site Plan, 1:2500 – Dokument A1

2.2 Pjanta PD 2010_247_A_A_1 – Dokument A2

2. Dokumenti Pertinenti (cont.)

2.3 Orthophotomap – A5

2.4 Ritratti esterni tas-Sit- Dokument B

2.5 Ritratti interni tas-Sit - Dokument B1

2.6 Sliema & Tigne Point Policy Map SJ1 - North Harbour Local Plan - A4

2.7 Operazzjonijiet Paragunabbli – Dokument 2.07A

Operazzjonijiet Paragunabbli – Dokument 2.07B

Operazzjonijiet Paragunabbli – Dokument 2.07C

Analizi - Dokument C

2.8 Kopja tal-Email ta' l-inkarigu- Dokument – A3

3. Dati Pertinenti

3.1 Data ta' Meta Inghata l-Inkarigu

12 Dicembru 2024

3.2 Data ta' Meta Sar l-Aċċess fuq il-Proprietà/sit

20 ta' Jannar 2025

Din id-data ma tistax tkun qabel id-data tal-kummissjoni tar-rapport mill-Awtorità

3.3 Data tar-Rapport

24 ta' Frar 2025

3.4 Data li Saret Referenza Għaliha Meta Giet Valutata il-Proprietà Fejn Applikabli

2024

F'certu każijiet stipulati mill-Att Dwar l-Artijiet tal-Gvern (Kap. 573) jew minn xi liġijiet oħrajn preċedenti, ikun meħtieġ li jkun determinat il-valur ta' propjetà f'data speċifika li ma tkunx dik attwali bhal per eżempju fiċ-ċirkostanzi tal-artikolu 44.

4. L-Istat li l-Propjetà Kienet Fiha fid-Data li Saret Referenza Għaliha Meta Ġiet Valutata l-Propjetà

Id-deskrizzjoni f'din it-taqsimha t'rid tagħmel riferenza għal pjanti, ritratti u dokumenti oħra li jkunu ġew imsemmija fit-taqsimha dwar dokumenti pertinenti paragrafi 2.1 sa 2.6

a. L-attribwiti fiżiċi tal-propjetà fid-data li tkun saret referenza għaliha f' paragrafu 3.2

Illu wara li l-Esponenti zammew aċċess fuq is-sit sovra indikat fid-data

tal-20 ta' Jannar 2025, huma jinsabu f'pożizzjoni li jirreletaw s-segwent:

Il-propjeta' in disamina tinsab fil-lokalita' ta' Tigne' Point, Sliema.

Is-Sit, b'area totali kif tidher fuq il-pjanta annessa **PD 2010_247_A_A_1,**

Dokumenti A2.

Kull rapport għandu jkollu deskrizzjoni ġenerali tal-propjetà bħal minn fejn hi aċċessibbli (triq maġġuri/triq residenzjali jew kummerċjali/sqaq), kemm fiha livelli taft it-triq, kemm hemm sulari 'l fuq mit-triq, jekk tinkludix btiehi u/jew ġonna u jekk hemmx siġar, data approssimattiva ta' meta nbniel u ftit kliem dwar d-disinn u l-arkitettura tal-bini. Elementi fil-faċċata, bħal lavur, u fuq ġewwa li jkollhom xi valur storiku jew li jistgħu jkunu importanti li jiġu kkonservati għandhom jiġu deskritti b'mod aktar dettaljat.

4.2 L-istat tal-istruttura u dettalji oħra

Waqt l-ispezzjoni gie ikkonstatat li l-istruttura tinsab f'kundizzjoni tajba fl-livell -1 u 0. Fil-livell 1 (livell tal-grawnd tal-futbol u l-istrutturi sportivi, gie innutat dhul ta' ilma fil-parti qed tintuza' bhala gym/fitness studio. Parti mis-suffitt u l-art garbu hserat hekk kif muri fir-ritratti interni.

Ir-rapport irid jiddeskrivi ukoll l-istat tal-istruttura u jispjega l-metodu ta' kostruzzjoni inkluż tal-pedamenti fejn possibbli, l-istat tal-aperturi u tal-finishes kollha tal-binja, is-servizzi tad-dawl, ilma, drenaġġ u telekomunikazzjoni u l-istat tal-bjut u soqfa oħra esposti għall-elementi. Elementi strutturali tradizzjonali bħal hnejjiet, travi tal-injam u soqfa tax-xriek u kileb, u aperturi tradizzjonali tal-injam jew hadid għandhom jiġu emfasiżżati.

4.3 Qisien tal-Proprietà

Qisien tal-propjeta mghotija f'paragrafu kif jidru f'paragrafu 4.1

Ir-rapport irid jinkludi paragrafu dwar il-qisien tal-propjeta kif ipprovdut mill-Awtorità jew minn qisien miġbura minn fuq il-post – it-tul tal-faċċata fuq it-triq u l-fond massimu tas-sit, il-metraġġ kwadrat tas-sit, il-metraġġ kwadrat tal-bini fuq kull sular, il-qisien tal-btiehi u fil-każ ta' bini residenzjali n-numru ta' kmamar tas-sodda u kmamar tal-banju. F'din il-parti, il-Perit għandu jindika jekk il-qisien humiex konformi ma' regoli u policies li jikkontrollaw tali qisien, partikolarment l-A.L. 227 tal-2016 (Regolamenti dwar l-Ippjanar tal-Iżvilupp (Sahħa u Sanita') u jekk le humiex koperti b'permess tal-iżvilupp jew inbnewx qabel l-1967.

5. L-użu li kien qed isir mill-propjetà fid-data li saret referenza għaliha meta ġiet valutata l-propjetà

Illi riferibilment għad-data ta' meta l-propjeta' in disamina qed tigi valutata, f'dan il-każ nhar l-xx ta' Jannar 2025, dan is-Sit kien jikkonsisti fil-Football Pitch u Ancillary Facilities, Tigne', Sliema

Il-Perit irid jidentifika l-użu prinċipali tal-binja u mbagħad jiddeskrivi l-użi fuq kull sular kemm taht u kemm 'l fuq mill-livell tat-triq. Huwa mportanti li r-rapport ikun jinkludi wkoll deskrizzjoni tal-karattru tal-madwar estern tal-propjetà, partikolarment użi jew attribwiti oħra li jista' jkollom impatt fuq il-valur tal-propjetà.

6. Informazzjoni Dwar Drittijiet ta' Terzi

Mhux applikabbli

Ir-rapport għandu jidentifika b'mod ċar dawk id-drittijiet kollha li jista' jkollhom terzi persuni fuq il-propjetà li jinkludu ċnus u kirjiet eżistenti u l-valur u d-data tal-iskadenza tagħhom, użufrutt, servituzjiet u kull piż ieħor li jista' jkollu impatt fuq il-valur tal-propjetà.

7. Operazzjonijiet Paragunabbli

a. L- ewwel operazzjoni paragunabbli

Dokument 2.07 A:

b. It-tieni operazzjoni paragunabbli

Dokument 2.07 B:

c. It-tielet operazzjoni paragunabbli

Dokument 2.07 C:

Qalleb il-paġna biex taqra informazzjoni utli

Informazzjoni Utli

Skont l-Artiklu 79 (3) (e) tal- Kap. 573 tal- Ligijiet ta' Malta, ir-rapport ta' Stima Peritali ghandu jinkludi: "l-operazzjonijiet paragunabbli, jekk ikun hemm, li l-proprietà tkun giet valutata b'referenza ghalihom". L-Awtorità tal-Artijiet ikkummissjonat ir-rapport: "Consolidated Document on Property Valuation: A Compilation of Information and Examples" li jista' jiġi mniżżel mis-sit elettroniku: <https://landsauthority.org.mt/wp-content/uploads/2018/03/Valuations-Manual-LA.pdf>. F'pagna 54 ta' dan ir-rapport hemm indikazzjoni ta' sorsi lokali li jistgħu jintużaw biex wieħed jottjeni operazzjonijiet paragunabbli: "Useful sources of data include the Central Bank, real estate agents, National Statistics Office, Planning Authority, consideration of development activity in the nearby area. The valuer should also bear in mind the final target consumer and what is required, sought and afforded by this target consumer."

Għalhekk huwa mistenni li meta jiġi ppreżentat ir-rapport ta' Stima Peritali, l-operazzjonijiet paragunabbli, inkluż is-sors tagħhom (eż. numru ta' referenza jew identifikazzjoni fil-każ ta' entries minn databases ta' estate agents) iridu jiġu mniżżla waħda waħda, b'mod ċar. L-operazzjonijiet paragunabbli għandhom ikunu relevanti għal propjetà in kwistjoni, speċjalment li jkunu fl-istess lokalità u b'karatteristiċi simili.

Il-Perit għandu dejjem jagħmel referenza għall-valuri li jkunu indikati fil-kuntratti tal-trasferiment jew akkwist ta' propjetà paragunabbli li l-Perit għandu jottjeni mingħand l-Awtorità stess. Jekk tali kuntratti ma jkunux fil-pussess tal-Awtorità, il-Perit għandu jannetti dikjarazzjoni mill-Awtorità f'dan is-sens.

Fejn hu possibli, għandha tingabar informazzjoni minn iktar minn sors wieħed. Sorsi oħra li jistgħu jintużaw jinkludu:

(i) Kuntratti notarili ta' bejgħ ta' propjetà; - Dikjarazzjonijiet ta' Akkwist tal-Art, li jiġu ppublikati fuq il-Gazzetta tal-Gvern; (ii) Deċiżjonijiet tal-Bord ta' Arbitraġġ dwar Artijiet, li jistgħu jiġu mniżżlin mis-sit elettroniku: <https://ecourts.gov.mt/onlineservices/Judgements/Search>

Sorsi differenti jistgħu jistabilixxu valuri differenti (minhabba kummissjonijiet jew senseriji, per eżempju). Għalhekk huwa mistenni li l-Perit jispjega b' mod ċar: (a) kif dawn il-valuri ntuzaw biex wasal għal valur aħħari; (b) il-varjazzjonijiet li għamel fuq dawn il-valuri u r- raġunijiet għal dawn il-varjazzjonijiet; (c) u l-kalkoli kollha li qed jiġu kkunsidrati.

8. Informazzjoni dwar il-“planning site history” u l-“planning policies” li jaffettwaw l-propjetà

a. Planning Site History

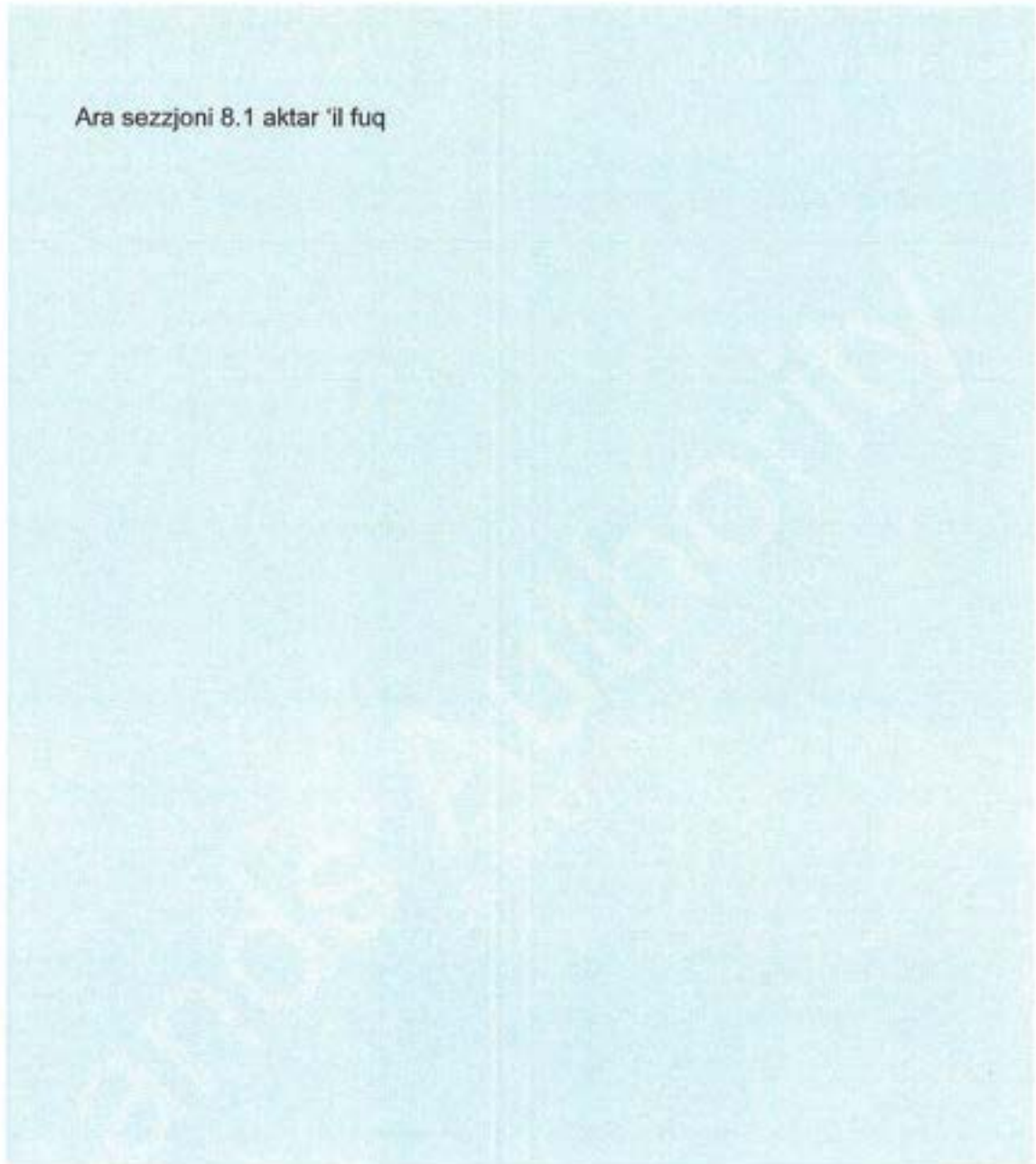
Is-Sit huwa kopert b'diversi permessi u applikazzjonijiet:

Fuq dan is-sit kien sar żvilupp precedent fil-livell 0 u -1 li kienu rregolati permezz ta' PA/05934/19 u PA/08885/20.

FI-2023 iddahhlet applikazzjoni PA/0009/23 li kienet qed tipproponi żvilupp addizzjonali fuq dak li hemm. Din l-applikazzjoni giet irtirata mill-applikant fl-4 ta' Lulju 2023.

F'din it-taqsimha jrid ikun hemm deskrizzjoni tal- “planning site history” li tinkludi fl-ewwel post il-permess tal-iżvilupp tal-propjetà u lista ta' kull tip ta' applikazzjoni li tkun saret fuq il- propjetà (PAPB/PA, DNO, RG, CTB, SE), deskrizzjoni sommarja tal-iżvilupp li kien propost f'kull applikazzjoni u jekk l-applikazzjoni ghadhiex pendent jew jekk gietx deċiża u x'kienet d- deċiżjoni finali tal-Awtorità tal-Ippjanar jew tat-Tribunal ta' Reviżjoni tal-Ambjent u l- Ippjanar. Il- “planning site history” ghandha tinkludi wkoll referenza għall-azzjonijiet ta' infurzar fuq il-propjetà (ECF) u deskrizzjoni sommarja tal-irregolarità u turi jekk dawn l- azzjonijiet ghadhomx in vigore jew gewx konkluzi.

8.2 Planning Policies



Ara sezzjoni 8.1 aktar 'il fuq

Din it-taqsimha trid tinkludi wkoll deskrizzjoni tal- "planning policies" kollha li jista' jkollhom impatt fuq il-valur tal-propjetà. Għandu dejjem ikun hemm indikazzjoni jekk il-propjetà hiex ġewwa z-zona tal-iżvilupp jew le; jekk il-propjetà hiex ġewwa zona ta' konservazzjoni urbana jew le; x'inhu z-zoning u x'inhu l-gholi permissibbli tal-bini fil-Pjan Lokali, inkluż deskrizzjoni sommarja tal-policy relevanti. Importanti li jkun ikkonfermat jekk kienx hemm xi revizzjoni tal- policies applikabbli wara d-data tal-Pjan Lokali permezz ta' revizzjoni parzjali jew b'approvazzjoni ta' Planning Control Application. Il-Perit għandu wkoll jirrelata jekk hemmx xi policy oħra li tista' tintuża biex iżżid (jew tirrestringi) il-potenzjal tal-propjetà bħal policy dwar bini għoli, zieda ta' sulari għal lukandi u djar tax-xjuħ, u d-DC15, skedar u limitazzjonijiet oħra li jinstabu fuq il-geoserver tal-Awtorità tal-Ippjanar.

9. Metodu tal-valutazzjoni u l-valur stmat

L-istima ghandha dejjem tirrifletti l-potenzjal massimu tal-proprjeta' u m'ghandiex tkun influwenzata bl-ebda mod mit-talba li tkun saret ghalih a minn kull persuna.

IL-METODU TAL-VALUTAZZJONI (ghall-analizi irreferi ghal dok. 2.9)

Illi sabiex waslu ghall-valur, l-esponenti addottaw din il-metodologija, liema metodologija kienet approvata mill-Bord ta' l-Awtorita'.

Dan ukoll wara li huma hadu konjizzjoni tar-restrizzjonijiet u ragunijiet pertinenti kif premessi:

Valur tal-art liberu u frank tal-partijiet kummercjali u sportivi €7,750,000.

Imbaghad il-valur tal-art liberu u frank wara li tnaqqsu l-benifikati deprezzati gie stmat ghal:

$$€7,750,000 - €778,500 = €6,971,500.$$

Kalkolazzjoni tar-revizjoni tac-Cens annwali minnhabba it-tibdil fin-natura tal-koncessjoni.

CENS ta'L-ART tal-PARTIJET KUMMERCAJLI

Il-valur tal-art liberu u frank ghal parti kummercjali qed tigi mahduma skond il-proporzjon tal-valur tas-suq tal-parti kummercjali hekk imqabbla mat-total (parti sportiva u kummercjali).

$$€6,971,500 \times (\text{€}18,417,454/\text{€}22,322,539) = \text{€}5,751,912$$

Ghaldaqstant ic-cens annwu relattiv ta'din iz-zona kummercjali bil-5.75% jirrizulta ghal valur ta':

$$5.75\% \text{ ta' } €5,751,912 = \text{€}330,735 \text{ annwu.}$$

Sehem ta' hamsin fil-mija (50%) tac-cens li qed jigi ikkalkulat skont id-dispozizzjonijiet tas-subregolament 6(4) ta' l-AL213 ta' 2022 ghandhom jithallsu lil SportMalta; li jammonta ghal: **€165,367 annwu.**

CENS ta'L-ART tal-PARTIJET SPORTIVI

Il-valur tal-art liberu u frank ghal parti sportiva qed tigi mahduma skond il-proporzjon tal-valur tas-suq tal-parti sportive hekk imqabbla mat-total (parti sportiva u kummercjali).

$$€6,971,500 \times (\text{€}3,905,085/\text{€}22,322,539) = \text{€}1,219,588$$

Ghaldaqstant ic-cens annwu relattiv ta'din iz-zona kummercjali bil-4.25% jirrizulta ghal valur ta':

$$4.25\% \text{ ta' } €1,219,588 = \text{€}51,832 \text{ annwu.}$$

Sehem ta' hamsa fil-mija (5%) tac-cens li qed jigi ikkalkulat skont id-dispozizzjonijiet tas-subregolament 6(3) ta' l-AL213 ta' 2022 ghandhom jithallsu lil SportMalta; li jammonta ghal: **€ 2,592 annwu.**

Din it-taqsimu hija l-aktar importanti fir-rapport peritali u l-informazzjoni kollha li tkun ingabret u giet deskritta fit-taqsimiet ta' qabel ghandha l-ghan ewlieni biex twassal ghal valur tal-propjeta' li jirrifletti b'mod oggettiv u kemm jista' jkun konsistenti, il-valur fis-suq.

Il-Perit għandu jiddikjara l-valur tal-propjetà abbażi tal-metodu tat-trasferiment anticipat – bejgħ (freehold), xiri assolut, ċens u l-kundizzjonijiet marbutin miegħu, b'kirja u l- kundizzjonijiet marbutin magħha, u f'xi każijiet, pusses u użu, terminazzjoni jew encroachment – u jiddeskrivi l-metodologija li addotta, kull kalkulazzjoni li jkun għamel u l- informazzjoni li bbażhom fuqha.

Huwa essenzjali li l-Perit jagħmel użu mir-rapport: "Consolidated Document on Property Valuation: A Compilation of Information and Examples" u jikkwota b'mod preċiż il-paragrafi li jkun uża minnu aktar milli dikjarazzjoni ġenerika dwar l-użu tiegħu.

10. Dikjarazzjoni dwar kunflitt ta' interess

Illi b'dan niddikjara li ma kelli ebda kunflitt ta' interess fid-data tal-valutazzjoni.

Ir-Rapport ta' stima peritali għandu jkun konkluz b'dikrazzjoni mill-Perit li ma kellu ebda kunflitt ta' interess fid-data tal-valutazzjoni.

Firma tal-Perit

Perit Edward Micallef, warrant No. 067

Firma tal-Perit

Perit Dennis Camilleri, warrant No. 114

Firma tal-Perit

Perit Stephan Vancel, Warrant No. 554



2.1 Dokumenti Pertinenti PA Site Plan, 1:2500 – Dokument A1

Annetti 2.1: Site Plan

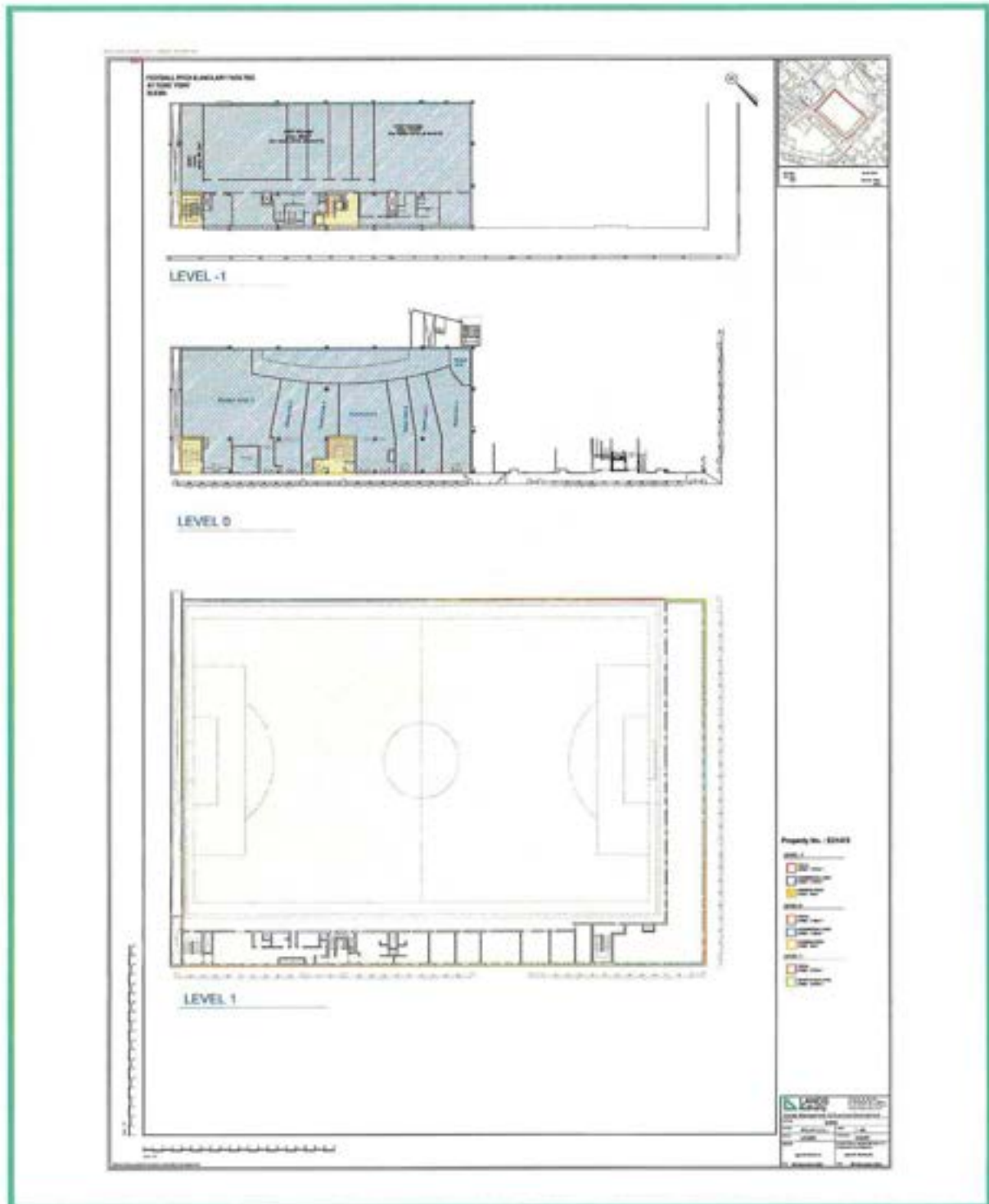


Site plan: PA 2018



2.2 Dokumenti Pertinenti Pjanta PD 2010_247_A_A_1 – Dokument A2

Annetti 2.2: Pjanta tal-Proprieta



Pjanti ta' l-Izvilupp Eżistenti



2.3 Dokumenti Pertinenti Orthophotomap – Dokument A5

Annetti 2.3: Orthophotomap



Orthophoto map: PA 2018



2.4 Dokumenti Pertinenti Ritratti esterni tas-Sit- Dokument B

Annetti 2.4: Ritratti esterni tas-Sit



1: Ritratti tas-sit min-barra li ttiehdu nhar It-Tnejn, 20 ta' Jannar 2025



2: Ritratti tas-sit għall-entrata tal-Club li ttiehdu nhar It-Tnejn, 20 ta' Jannar 2025



3: Ritratti tas-sit min-barra li ttiehdu nhar It-Tnejn, 20 ta' Jannar 2025



2.5 Dokumenti Pertinenti Ritratti interni tas-Sit - Dokument B1

Annetti 2.5: Ritratti interni tas-Sit



1: Ritratti ta' mażen f'livell -1 li gie mikri kummercjament li ttiehed nhar It-Tnejn, 20 ta' Jannar 2025



2: Ritratti tal-kuritur tal-imhazen fl-livell -1 minn gewwa li ttiehed nhar It-Tnejn, 20 ta' Jannar 2025



3: Ritratti tal-parti komuni fl-livell -1 li ttiehed nhar It-Tnejn, 20 ta' Jannar 2025



4: Ritratti tal-kuritur tal-imhazen fl-livell -1 minn gewwa li ttiehed nhar It-Tnejn, 20 ta' Jannar 2025



5: Ritratti tal-parti ta' l-imhazen qabel ma tidhol ghal-goods lift li ttiehed nhar It-Tnejn, 20 ta' Jannar 2025



6: Ritratti tal-parti ta' l-imhazen qabel ma tidhol ghal-goods lift li ttiehed nhar It-Tnejn, 20 ta' Jannar 2025



7: Ritratti ta' parti mill-imhazen li qed tintusa bhala plant room li ttiehed nhar It-Tnejn, 20 ta' Jannar 2025



8: Ritratti tal-goods lift f'livell -1 li ttiehed nhar It-Tnejn, 20 ta' Jannar 2025



9: Ritratti tal-kuritur tal-imhazen fl-livell -1 minn gewwa li ttiehed nhar It-Tnejn, 20 ta' Jannar 2025



10: Ritratti tal-clubhouse minn gewwa li ttiehed nhar It-Tnejn, 20 ta' Jannar 2025



11: Ritratti tal-clubhouse minn gewwa li ttiehed nhar It-Tnejn, 20 ta' Jannar 2025



12: Ritratti tal-clubhouse minn gewwa li ttiehed nhar It-Tnejn, 20 ta' Jannar 2025



13: Ritratti tal-grawnd fejn jidher il-materjal tas-suffitt li qed jigi mibdul u msewwi li ttiehed nhar It-Tnejn, 20 ta' Jannar 2025



14: Ritratti tal-grawnd u il-gym li ttiehed nhar It-Tnejn, 20 ta' Jannar 2025



15: Ritratti tal-grawnd li ttiehed nhar It-Tnejn, 20 ta' Jannar 2025



16: Ritratti tal-grawnd li ttiehed nhar It-Tnejn, 20 ta' Jannar 2025



17: Ritratti ta' l-entrata tal-clubhouse u l-ground fil-pjan terran li ttiehed nhar It-Tnejn, 20 ta' Jannar 2025



18: Ritratti tal-hsarat fis-suffett tal-gym li ttiehed nhar It-Tnejn, 20 ta' Jannar 2025



19: Ritratti tal-gym li ttiehed nhar It-Tnejn, 20 ta' Jannar 2025



20: Ritratti tal-gym bl-ilma li qed jidhol ma' l-art li ttiehed nhar It-Tnejn, 20 ta' Jannar 2025



21: Ritratti tal-gym li ttiehed nhar It-Tnejn, 20 ta' Jannar 2025



22: Ritratti tal-hsarat fis-suffett tal-gym li ttiehed nhar It-Tnejn, 20 ta' Jannar 2025



23: Ritratti tal-gym li ttiehed nhar It-Tnejn, 20 ta' Jannar 2025



24: Ritratti tal-hwienet fil-livell 0 li ttiehed nhar It-Tnejn, 20 ta' Jannar 2025



25: Ritratti tal-hwienet fil-livell 0 li ttiehed nhar It-Tnejn, 20 ta' Jannar 2025



26: Ritratti tal-hwienet fil-livell 0 li ttiehed nhar It-Tnejn, 20 ta' Jannar 2025



27: Ritratti tal-picc ta gewwa li ttiehed cirka 2013



2.7 Dokumenti Pertinenti Operazzjonijiet Paragunabbli – Dokument 2.07A

Annetti 2.7: Operazzjonijiet Paragunabbli

No.	Type of property	Agent	Referenza	Area mk	Talba €/mk/pa	Tnaqqis ta' 10% *	Talba Ikkoreguta €/mk/pa
CS1	WAREHOUSE	Property market	https://www.propertymarket.com.mt/vi	253	203.95	20	183.56
CS2	WAREHOUSE	Property market	https://www.propertymarket.com.mt/vi/warehouse-to-	480	76.04	8	68.44
CS3	WAREHOUSE	Property market	https://www.propertymarket.com	200	90.00	9	81.00
				Rata Medja		€/mk	111.00

Warehouse To Rent in Marsa

€4,300 per month



Property description

Unique Commercial premises situated across Marsa Seafront. The property has 4 floors, it currently consists of a ground floor with an area of 253SQM and having a height of 18 Courses, a basement, and another 2 floors. Furthermore to this property is a goods lift and 3Phase Electricity.

Ref: LWHS618074

Warehouse To Rent in Marsa

€100 per day

~~€120 per day~~

002 Superimpose...

← 002 Superimpose...



Property description

MARSA - For Rent: WAREHOUSE - 480 sq m in Shell Form Comprising of 2 floors. Ideal for a Restaurant and / or Pub
Has to be Port Related

Ref: LS22C97398

Features

✓ Sea View

✓ Groundfloor

Commercial Property To Rent in Marsa

€1,500 per month



Property description

Located in a superb location of Marsa, close to Marsa's / Valletta merchandise port, is this 200 square meter large warehouse having easy container access, 7 mtrs high

Ref: 805005

Features

✔ Permit/Licence



2.7 Dokumenti Pertinenti Operazzjonijiet Paragunabbli – Dokument 2.07B

Annetti 2.7: Operazzjonijiet Paragunabbli

No.	Type of property	Agent	Referenza	Area mk	Talba €/mk/pa	Tnaqqis ta' 10%*	Talba kkoreguta €/mk/pa
CS1	SHOP	propertymarket	https://www.propertymarket.com	354	210	21	189.00
CS2	SHOP	propertymarket	https://www.propertymarket.com	110	750	75	675.00
CS3	SHOP	indomio	https://www.indomio.com	45	1,200	120	1,080.00
CS4	SHOP	indomio	https://www.indomio.com	50	576	58	518.40
Rata Medja						€/mk	615.6

Shop To Rent in Tigne Point

€6,195 per month

Property description

Tigne Point- Best part of Sliema- A modern 354 sqr metres commercial property set in a spectacular location in one of the best passing trade areas in the core city.

Close to pedestrian streets, shopping malls and at walking distance to the Strand and Sliema promenade.

Minutes away from ferries to Valletta, surrounded by amenities and steps away from public transport.

Call us for more information about this fantastic property at your convenience For more information contact Simon Hansford on 99236121.

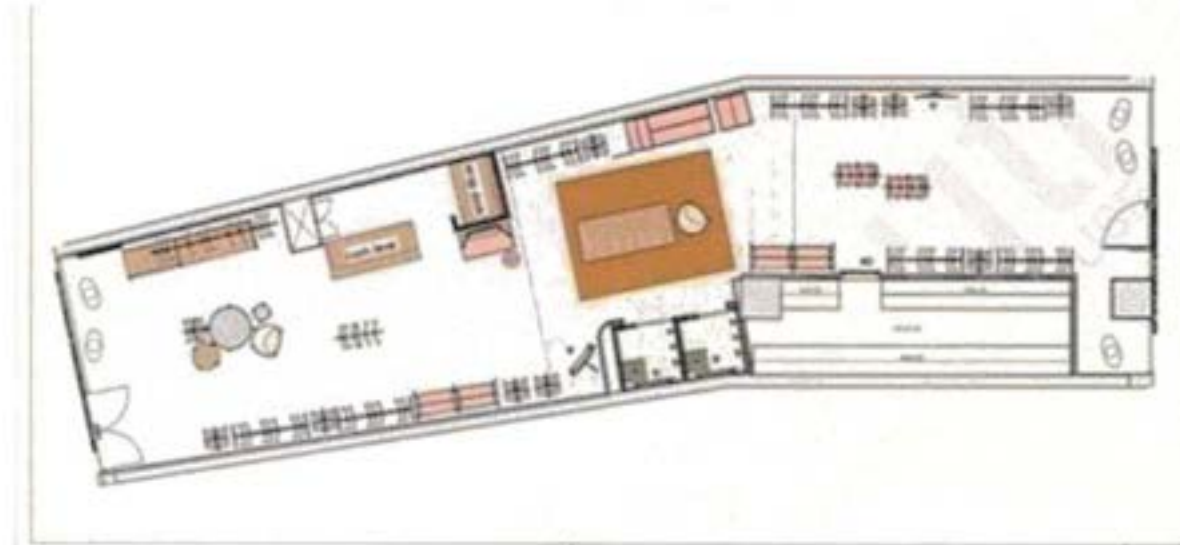
Ref: 240471004-344 SH

Sponsored

CS2

Shop To Rent in Tigne Point

€6,875 per month



Property description

This 110 sq mtr shop on one level, located within a busy Shopping centre, with two entrances and large display window.
Contact us for further information.

Ref: 006188

Sponsored



RETAIL SHOP FOR RENT 1



Store for rent - Sliema

45 m² • Rooms: 1

Price
€ 4,500 / month

Show phone

Description

First published:
03/01/2025
Last updated:
03/01/2025
Property code:
16911485
Code for agent:
11489

Superb 45 sqm Shop with High Visibility in Sliema €4500/month

A 45 sqm SHOP in Sliema enjoying the highest foot traffic and the perfect trading environment for well-established businesses is on the market for rent. The unit is finished and ready to move into. It includes a bathroom and is equipped with A/C and ample storage. The rent is €4500/month. Ref: 15689

For viewings, please contact Zoli on +356 79771022 or email zoli@bre.com.mt - Listed by Bernards Real Estate <http://www.bre.com.mt>

#bernardsrealestate #realestate #forrent #property #malta #sliema #shop #commercial #business #fishlanddistrict #primearea #retail

Property features

Price	€ 4,500 (Negotiable Price)
Price/sqm	€ 100
Neighborhood	Sliema (Malta)
Zone	Residential zone
Floor	Ground floor (Number of floors in the building: 1)
Levels	1
Heating	None

Rentals of commercial properties > Malta > Sliema > Listing 8503550



Store for rent - Sliema

Price
€ 2,400 / month

[Show phone](#)

Description

First published:
18/04/2019
Last updated:
12/12/2022
Property code:
8503550
Code for agent:
97131438

Sliema - Located in a very prime and central area. New on the market is this class 4B retail outlet. It is on a busy main road in the heart of Sliema. The shop is approx 70 sqm and is ready to move in. The shop floor is over 50sqm with a store room of 15 sqm. The shop has an alarm system and CCTV has a shower and toilet. Ideal for all kinds of business opportunities. Call us for further details.

Property Features

Price	€ 2,400
Neighborhood	Sliema (Malta)
Bathrooms	1



2.7 Dokumenti Pertinenti Operazzjonijiet Paragunabbli – Dokument 2.07C

Annetti 2.7: Operazzjonijiet Paragunabbli

No.	Type of property	Agent	Referenza	Area mk	Talba €/mk/pa	Tnaqqis ta' 10%*	Talba kkoreguta €/mk/pa
CS1	Gym	officeinmalta.com - Gzira	https://officeinmalta.com/pr	210	260.9	26	234.77
CS3	Gym	officeinmalta.com - B'kara	https://officeinmalta.com/pr	267	183.1	18	164.83
CS5	Gym	jkproperties - Balzan	https://jkproperties.com/mt/	50	357.7	54	321.93
Rata Medja						€/mk	241

CS1

Real estate Malta: Brand new gym for rent in Gzira

FOR RENT

Types:Gym Categories:Commercial

Gzira, Malta

MONTHLY PRICE: €4,565



Property Description

Ref No: 54356

210 SQM 4 Rooms

Description

Quick Information

Type:	Gym
Bathrooms :	1
SQM :	210 SQM
Rooms :	4

Amenities

CS2

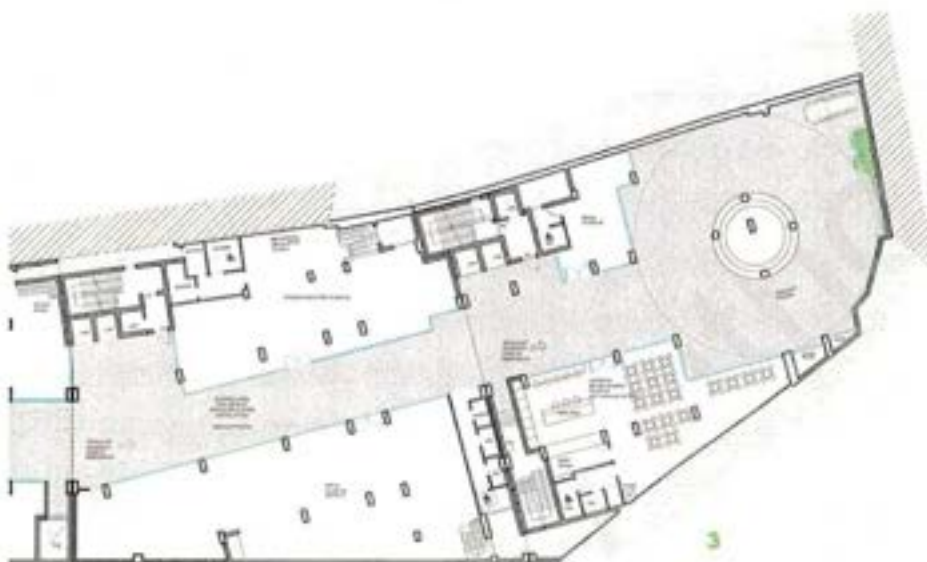
Real estate Malta: Fitness center for rent in Birkirkara with an area of 267sqm

FID REBT

Types:Gym Categories:Commercial

Birkirkara, Malta

MONTHLY PRICE: €4,075



Property Description

Ref No: 52072

□ 267 SQM

Description

Quick Information

Type:

Gym

□ Bathrooms :

2

□ SQM :

267 SQM

Amenities

GO BACK

€49 Daily

PROPERTY LISTING

VIEW INFO

Gymnasium In Balzan

0 1 50m²



Show all photos



2.8 Dokumenti Pertinenti Kopja tal-Email ta' I-inkarigu-Dokument – A3

Annetti 2.8: Kopja tal-Itra tal-Ingagġ mill-Awtorità

From: noreply-lemis.la@landsauthority.org.mt <noreply-lemis.la@landsauthority.org.mt>
Sent: 25 February 2025 15:30
To: peritedwardmicallef@gmail.com; dhc@dhiperiti.com; svancell@vancellarchitecture.com
Cc: valuations.la@landsauthority.org.mt
Subject: TDR/00018/2025 - Football Pitch &, Ancillary Facilities Tigne' Point, Sliema, Malta - L/0061/2000

Għal-attenzjoni ta': Perit Edward Micallef, Denis H Camilleri, Vancell,

Għażiż Periti,

Wara l-interess li wrejt fi *Framework [CT2132/2021] for the provision of professional services by Periti (Lot 1) to the Lands Authority*, għandi pjaċir ninfurmakom li intom gejt appuntati sabiex tinfurmaw il-konferma ta' rapport Peritali wiehed maqbul bejnietkom f'isem l-Awtorità tal-Artijiet.

Intom għentiment mitluba tikkonfermaw li intom disponibbli sabiex tikkonsenjawn l-inkarigu li ingħata lilkom fit-tliet ta' xahar ta' qabel. Jiddispijaci ninfurmakom li f'każ li wiehed jew aktar mill-Periti inkarigati jonqos milli jibgħat il-konferma tiegħu fi tliet ta' xahar mill-hin li tintbagħat din l-imejl, l-Awtorità tapproċedi billi tissostitwixxi lil tali Periti billi tinkariga lill-Periti segwenti mingħajr il-bżonn ta' ebda avviż ieħor. Il-konferma tagħkom għandha tintbagħat fuq l-indirizz elettroniku valuations.la@landsauthority.org.mt.

Bl-aċċettazzjoni ta' dan l-inkarigu, intom tkunu qed tobligaw ruħkom għal tliet ta' xahar mid-data tal-valutazzjoni, illi tirvedu din il-Valutazzjoni kemm il-darba fil-process ta' verifika illi tagħmel l-Awtorità jinstabu nuqqasijiet ta' natura teknika u/jew proċedurali. Kwalunkwe reviżjoni meħtieġa għandha tkun mhejjija minnkom stess u għandha titqies bhala parti integrali minn dan l-inkarigu f'termini ta' pagament.

Għentiment mitluba tagħmlu referenza għall-emejl li ntbagħtet fit-12 ta' Diċembru 2024 (Araw anness), fejn gie spjegat l-inkarigu kif gej:

"Nirreferikom għall-stima li kontu hdimtu intom it-tliet periti fis-sena 2023. (Araw ir-rapport anness).

Ir-rapport peritali kien sar abbazi tar-regolamenti ta' Legiżlazzjoni Sussidjarja 455.12 kif kien rikjest.

Gentilment ninfurmakom li l-Awtorita' qed titlob revizzjoni ta' din l-istima, sabiex jigu aggustati l-valuri skond is-sena kurrenti 2024.

Ir-revizjoni mitluba għandha tiegħa inkonsiderazzjoni z-zoni kif murija fuq il-pjanta annessa (PD 2010_247_A_A_1), li juru l-partijiet uzati presentament għall-skop ta' sports, kif ukoll il-partijiet uzati għall-skop kummerċjali."

Intom gentilment mitluba tagħmlu kuntatt mas-Sinjur Horace Aquilina fuq 99442216 sabiex jipprovdilkom aċċess għal dan is-sit.

Intom mitluba tikkomunikaw ma xulxin u tippjanaw dan l-inkarigu. Id-dettalji ta' kull Perit jinsabu annessi hawn fuq. Intom tistgħu titolbu l-permess tal-Awtorita' sabiex tiksbu l-għajjuna ta' esperti f'oqsma differenti sabiex jgħinukom taslu għal-valuri mitluba.

Ir-rapport mitlub għandu jkun mbejji skont il-Valuri tas-Saq Kurrenti u skont l-Artiklu 79 tal-KAP 573 tal-Liġijiet ta' Malta. Għandu jkun żgurat li l-htigijiet ta' dan l-artiklu jkunu kollha mharsa, b'mod speċjali paragrafu (e).

Dan ir-rapport għandu jkun miksub bil-lingwa Maltija u pprovdut fuq il-mudell imbejji mil-Awtorita' tal-Artijiet li jista' jkollok aċċess għalih billi tgħafas fuq: <https://content.landsauthority.org.mt/content/2020/11/9fbd400-valuation-policy-document-oct-2020.pdf>. Inti gentilment mitlub tinnotta li d-dokumenti elenkati f'sezzjoni 2 tal-mudell li qed issir referenza għalih huma kollha mandatorji, filwaqt li wieħed għandu jhossu liberu jannetti kwalunkwe dokument ieħor minna meqjus utli għall-fini ta' din l-istima u għall-valur aħhari.

Sabiex dan l-inkarigu ikun kumpilat b'mod li jissodisfa lill-Awtorita', huwa essenzjali li tagħmel użu mir-rapport: "Consolidated Document on Property Valuation: A Compilation of Information and Examples" u mil-"Policy għat-tbejja tar-rapport ta' stima peritali dwar art jew bini". Inti jista' jkollok aċċess għal dawn id-dokumenti billi tgħafas fuq:

- <https://content.landsauthority.org.mt/content/2018/03/Valuations-Manual-L.A.pdf>
- <https://content.landsauthority.org.mt/content/2020/11/95cd6ed4-1-policy-for-the-preparation-of-valuation-in-relation-to-lands-and-buildings.pdf>

F'każ ta' diffikulta' dwar l-inkarigu, inti gentilment mitlub tressaq il-mistoqsijiet tiegħek għall-attenzjoni tal-Uffiċċju tal-Istima fi hdan l-Awtorita' fuq l-indirizz elettroniku valuations.la@landsauthority.org.mt. Ir-rapport finali **flimkien mal-kont relattiv** għandhom ikunu konsenjata lil din it-taqsimha sa mhux aktar tard mid-data ta' skadenza: **11 ta' Marzu 2025**.

Grazzi.

AVVIŻ TA' KUNFIDENZJALITÀ: Dan il-messagg elettroniku, inkluż kull fajl/s jew dokument/i anness miegħu, huwa kunfidenzjali u jista' jagħti l-każ li jkun ukoll suggett għall-privileġġ legali. Huwa intiz unikament għall-użu tad-destinatarju/i u ma jistax jintuza minn persuna oħra hliet mid-destinatarju/i imfisa/infusom. Jekk inti m'intiex l-imsemmi destinatarju: (i) inti qiegħed tiġi nnotifikat permezz ta' dan l-avviż illi, kwalunkwe użu, tixrid, distribuzzjoni, ipprintjar jew ikkuppjar ta' dan il-messagg huwa strettament ipprojbit; (ii) inti ma tistax taqra, tikkopja, tqassam, tiksef jew tuza dan il-messagg fl-intier

tiegħu jew parti minnu bl-ebda manjiera, (iii) inti gentiment miżjub li teqred dan il-messagg (u kwalunkwe dokumenti meħmużin miegħu) billi thassru mis-sistema tal-kompjuter tiegħek; u (iv) inti miżjub ukoll tinnotifika immedjatement lil persuna li bghattilek dan il-messagg billi twegħibha fuq l-istess indirizz muri fil-messagg elettroniku. Kull individwu li jikkommunika mal-Awtorità tal-Artijiet permezz ta' messagg elettroniku jifqies illi jkun aċċetta r-riskji assoċjati mat-trażmissjoni tal-informazzjoni li huma interċettazzjoni, tibdil u telf ta' informazzjoni kif ukoll il-konsegwenzi marbutin mad-distribuzzjoni ta' posta elettronika bħal tardività jew inkompletezza. Ser tittiehed kull prekawżjoni raġonevoli sabiex tiżgura l-privatezza tal-individwi skont l-Avviż ta' Privatezza tal-Awtorità.
<https://landsauthority.org.mt/resources/policies/privacy-policy/>

DOK. 2.9

L-METODU TAL-VALUTAZZJONI

Illi sabiex waslu għall-valur, l-esponenti addottaw din il-metodologija, liema metodologiji kienet approvata mill-Bord ta' l-Awtorita', u dan wara li huma hadu konjizzjoni tar-restrizzjonijiet u raġunijiet pertinenti kif premessi.

1.1.1 Metodu kumparabbli ta' kirjiet kummercjali fl-akkwati tal-propjeta' in disamina.

A: Metodu komperabli tal-valur tas-suq. Giet ikkonstata illi r-rata mitluba għal hwienet fil-kumpless The Point fil-livell tal-pjazza, fis-sena 2024 kienet ta' €615/mk pa. Dan kif konstatat f'paragrafu 2.7 Operazzjonijiet Komparabbli.

B: Giet ikkonstata illi r-rata mitluba għal imhazen fil-kumpless The Point fil-livell -1, fis-sena 2024 kienet ta' €150/mk pa. Dan kif konstatat f'paragrafu 2.7 Operazzjonijiet Komparabbli, li gew misjuba fil-lokalita'tal-Marsa, u li għalhekk din ir-rata ta' €111/mk pa giet mizjuda bl-35%, biex taghmel tajjeb fil-lokalita' Slimiza.

1.1.2 Metodu kumparabbli ta' kirjiet sportivi fl- akkwati tal-propjeta' in disamina.

A: Giet ikkonstata li r-rata mitluba ghal spazji ta' natura sportiva *gym* fil-livell +1, fis-sena 2024 kienet ta' €240/mk pa. Dan kif konstatat f'paragrafu 2.7 Operazzjonijiet Komparabbli.

C: Il-livell tal-grawnd tal-futbol u il-*clubhouse* kif esistenti. Min stharrig li ghamlu l-esponenti jidher li grawnds simili jinkrew circa 5 sieghat kuljum matul is-sena, b'rata ta' bejn €75 u €100 is-siegha. Dan l-introjtu jammonta ghal kirja ta' cirka €37,500 annwu. Dan meta jittiehed 45% tal-introjtu bhala percentagg sostenibbli.

1.1.3 Valur fis-suq ta' kirjiet kummercjali

Mir-rati tal-kera kif elankati l-valur tas-suq tal-propjeta' ezistenti huwa ta':

$$\text{Hwienet } 0.95 \times 1,523\text{mk} \times \frac{\text{€}615/\text{mk}}{100/5.25/1.1} = \text{€}15,408,013$$

$$\text{Mhazen } 0.95 \times 1510\text{mk} \times \frac{\text{€}150/\text{mk}}{100/6.50/1.1} = \underline{\text{€ } 3,009,441}$$

Ghal valur totali fis-suq prezent ta' €18,417,454

Dan fuq kapitallazzjoni ta' 5.25% hwienet, u 6.5% ghall-imhazen, wara li spejjes u maniggjar tal-fond jammonta ghal 5.00% tal-kera u l-ispejjez tax-xiri huma mnaqqsa b'10% fil-mija.

1.1.4 Valur fis-suq ta' kirjiet sportivi

Mir-rati tal-kera kif elankati l-valur tas-suq tal-proprjeta' ezistenti huwa ta';

$$\text{Gym } 0.95 \times 905\text{mk} \times \text{€}240/\text{mk} \times \frac{100}{5.75/1.1} = \text{€ } 3,365,312$$

$$\text{Grawnd } 0.95 \times \text{€}37,500 \text{ annwu} \times \frac{100}{6.00/1.1} = \underline{\underline{\text{€ } 539,773}}$$

Ghal valur totali fis-suq prezent ta' **€3,905,085**

Dan fuq kapitallazzjoni ta' 5.75% *Club House* u 6.00% grawd, wara li spejjes u maniggjar tal-fond

jammonta ghal 5% tal-kera u l-ispejjez tax-xiri huma mnaqqsa b'10% fil-mija.

1.1.5 Spejjes ta' kostruzzjoni globali tal-partijiet kummercjali

i) Il- bini ta' l-imhazen u il-hwienet, ghal €350/mk ghal kull livell, illi jirrizulta ghal total ta'

$$(3244mk @ €350/mk) = €1,135,400$$

ii) Is-servizzi mekkanici u tal-elettriku jammontaw ghal €375/mk ghal kull livell, hlief ghall-imhazen bil- €187.50/mk, illi jirrizulta ghal total ta'

$$(1622mk @ €375/mk) + (1,622mk @ €187.50/mk) = €912,375$$

iii) Il-finituri ghandhom jammontaw ghal €425/mk ghal kull livell, hlief ghall-imhazen bil- €150/mk, illi jirrizulta ghal total ta'

$$(1,622mk @ €425/mk) + (1,622mk @ €150/mk) = €932,650$$

Spejjes preliminari jammontaw ghal-10% t'hawn fuq € 298,043

Ghal ammont tal-ispejjes totali ta' €3,278,467

1.1.6 Spejjes ta' kostruzzjoni globali tal-partijiet sportivi

i) Il- bini tal-gym ghal €200/mk, illi jirrizulta ghal total ta'

$$(1930.5 \text{ mk} @ €200/\text{mk}) = €386,100$$

ii) Is-servizzi mekkanici u tal-elettriku jammontaw ghal €200/mk ghal kull livell, illi jirrizulta ghal total ta'

$$(1930.5 \text{ mk} @ €375/\text{mk}) = €386,100$$

iii) Il-finituri ghandhom jammontaw ghal €225/mk ghal kull livell, illi jirrizulta ghal total ta'

$$(1930.5 \text{ mk} @ €225/\text{mk}) = €434,362$$

iv) Servizzi u finaturi tal- pitch

$$(6,647.5 \text{ mk} @ €175/\text{mk}) = €1,163,313$$

Spejjes preliminari jammontaw ghal-10% l'hawn fuq € 236,988

Ghal ammont tal-ispejjes totali ta' **€2,606,863.**

1.1.7 KALKULAZZJONI TAL-VALUR TA'L-ART

Il-metodu komparabli qed jigi vverifikat permezz ta' valutazzjoni residwa skond it-tabelli numru 1 hekk kif murija hawn taht. Dan l-ezercizzju jkopri d-diversi fatturi, illi jikkonsistu;

1.1.8 VALUR ta' L-ART taI-PARTIJIET KUMMERCAJLI U SPORTIVI

Il-progett huwa stmat li jattira ammont liberu u frank ta' €7,750,000. Spejjeż tal-kostruzzjonijiet issa huma stmati ghal € 7,435,576.79, hekk kif elenkat izjed il-fuq f'paragrafu 1.1.6 u 1.1.7. Dan jinkludi l-kostruzzjoni, servizzi u finituri. Inoltre' nkluz ukoll l-ispejjes professjonali, Vat u PA. Imbaghad l-ispiza ta' l-izvillup totali huwa stmat li jilhaq € 12,851,413.02, li jinkludi wkoll l-interessi, spejjes ta' l-agenti u profitti.

TABELLA NRU 1 - METODU RESIDWU GHALL-VALUR TAS-SIT IN DISAMINA.						
Valur tas-suq ta'kumpless komplut illum		unita tal-kejt	Kwantita	Rata	Stima	Prezz ghal-bejgh
1	The Point - Sportiva				3,905,085.00	
2	The Point - Kummercjali				18,417,454.00	
						22,322,539.00
Spejjes ta' l-izvilupp		Unit	Qty	Rata	€	€
1	Stima tax-xoghlijiet totali - Kummercjali				3,278,467.00	
2	Stima tax-xoghlijiet totali - Sportivi				2,606,863.00	
3	Spejjes professjonali bi 12%				706,239.60	
					6,591,569.60	
4	VAT (parti sportiva ezentata)				717,247.19	
5	Awtorita' ta' l-ippjanar - Sportivi*				37,000.00	
4	Awtorita' ta' l-ippjanar - Kummercjali	mk	7480.00	12.00	89,760.00	
7	Spejjes totali				7,435,576.79	
8	Interessi bil-5.5% fuq stima ta' zvilupp ghal nofs iz-zmien ta' zvilupp ta' 18 il-xahar.				306,717.54	
9	Spejjes tal-agent mehud fuq 0% tal-valor.				644,610.89	
10	Profitt tas-socjeta' sportiva fuq 20% tal-ispejjes totali				4,464,507.80	
11	Stima totali tal-izvilupp					12,851,413.02
12	Valur residwu tal-art inkluzi l-ispejjes tax-xiri fi zmien 18 il-xahar					9,471,125.98
13	Valur tal-art illum fuq Valur Prezenti PV ghal 24 xahar bil-5.5%, wara illi l-ispejjes tax-xiri gew imnaqqsa.					7,735,778.20
Valur tas-sit in disamina- €						7,750,000
*tariffa ghal entitajiet sportivi skond AL356 ta' 2010 limitata sa €37,000. L-esponenti hassew li ma kienx hemm zieda fil-bzonn tal-parkegg, hekk kif kien diga' deciz fl-applikazzjoni originali tal-entita' sportiva.						

1.1.9 VALUR tal-BENIFIKATI li saru mill-ORGANIZZAZJONI SPORTIVA MATUL IS-SNIN LI KIENET QED MEXXI IL-FACILITA' SPORTIVA.

Qed jigi kkonsidrat li l-benifikati sportivi li tlestew cirka 2010, li jikkonsistu fl-attrezzar ta' indoor pitch fl-livell -1 cirka 1510mk (ara ritratt nru.27 Dokument B1 iddatat cirka 2013), tal-grawnd cirka 7,072mk u l-bini tal-kmamar cirka 1,800mk madwar ta'l-istess grawnd, jilhqu l-istima ta' €1,050,000.

Meta wiehed jikkonsidra id-deprezzament tal-facilitajiet sportivi wara tul ta' 13 il-sena, l-esponenti hassew li ghandu jsir tnaqqis ta'40% ghall-grawnd u 7.5% ghall-bini tal-madwar:

$$((7072mk @ €60/mk \times 0.6 + 1,800mk @ (\text{€}85/mk + \text{€}155/mk) \times 0.925)) \times 1.06 + \text{€}37,000 \text{ (tariffa sportiva ta' l-Awtorita' l-lppjanar)} + (1510mk @ \text{€}60 \times 0.6) + (\text{€}15,000 \times 0.6) = \text{€}778,500.$$

1.1.10 VALUR LIBERU U FRANK TA'L-ART SKOND L-AVVIZ LEGALI 213 tal-2022.

Valur tal-art liberu u frank bil-benifikati mnaqqsa:

$$\text{€}7,750,000 - \text{€}778,500 = \text{€}6,971,500.$$

1.1.11 VALUR LIBERU U FRANK TA'L-ART - PARTI KUMMERCJALI

Il-valur tal-art liberu u frank ghal parti kummercjali qed tigi mahduma skond il-proporzjon tal-valur tas-suq tal-parti kummercjali hekk imqabbla mat-total (parti sportiva u kummercjali). Dan wassal ghal valur **€5,751,912.**

$$€6,971,500 \times (\text{€}18,417,454/\text{€}22,322,539) = \text{€}5,751,912$$

1.1.12 VALUR LIBERU U FRANK TA'L-ART - PARTI SPORTIVA

Il-valur tal-art liberu u frank ghal parti sportiva qed tigi mahduma skond il-proporzjon tal-valur tas-suq tal-parti sportive hekk imqabbla mat-total (parti sportiva u kummercjali). Dan wassal ghal valur **€1,219,588.**

$$€6,971,500 \times (\text{€}3,905,085/\text{€}22,322,539) = \text{€}1,219,588$$

1.1.13 CENS ta'L-ART tal-PARTIJIET KUMMERCAJLI

Il-valur tal-art liberu u frank tal-parti kummercjali gie stmat ghal €5,751,912.

Ghaldaqstant ic-cens annwu relattiv ta'din iz-zona kummercjali bil-5.75% jirrizulta ghal valur ta':

$$5.75\% \text{ ta' } €5,751,912 = €330,735 \text{ annwu.}$$

Sehem ta hamsin fil-mija (50%) tac-cens li qed jigi ikkalkulat skont id-dispozizzjonijiet tas-subregolament 6(4) ta'l-AL213 ta' 2022 ghandhom jithallsu lil SportMalta; li jammonta ghal €165,367 annwu.

1.1.14 CENS ta'L-ART tal-PARTIJIET SPORTIVI

Il-valur tal-art liberu u frank tal-parti sportive gie stmat ghal €1,219,588.

Ghaldaqstant ic-cens annwu relattiv ta'din iz-zona kummercjali bil-4.25% jirrizulta ghal valur ta':

$$4.25\% \text{ ta' } €1,219,588 = €51,832 \text{ annwu.}$$

Sehem ta hamsa fil-mija (5%) tac-cens li qed jigi ikkalkulat skont id-dispozizzjonijiet tas-subregolament

6(3) ta' l-AL213 ta' 2022 ghandhom jithallsu lil SportMalta; li jammonta ghal €2,592 annwu.

Qed ikun maħsub mill-Awtorita' li kemm iż-żona Sportiva kif ukoll dik Kummerċjali jingħataw b'konċessjoni emfitewtika temporanja ta' ħamsa u sittin (65) sena, b'dana li fiż-żewġ ċirkostanzi ċ-ċens għandu jkun rivedibbli kull 10 snin skont l-indiċi tal-proprjeta' ippublikat mill-Uffiċċju Nazzjonali tal-iStatistika jew bl-10% skont liema rata hija l-oghla.